



Request for proposal : 1920-0009735-1

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to : **Statistics Canada**
Propositions aux: **Statistique Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Date of Solicitation – Date de l’invitation: 27-August -2014 / Le 27 août 2014	
Address inquiries to – Adresser toute demande de renseignements à: macsbids@statcan.gc.ca	
Area code and Telephone No. / Code régional et N° de téléphone (613) 951-1015	Facsimile No. / N° de télécopieur (613) 951-2073
Send proposals to: Statistics Canada (MACS) – Bids Receiving Distribution Centre Attn. of: Béatrice Racine Room 0702, Main Building 150 Tunney’s Pasture Driveway Ottawa, Ontario K1A 0T6 RFP: 1920-0009735-1	Envoyer les propositions à : Statistique Canada (SMC) Centre de distribution - Réception des soumissions Attn. de : Béatrice Racine Immeuble Principal, pièce 0702 150, promenade du Pré Tunney Ottawa (Ontario) K1A 0T6 DP : 1920-0009735-1

Instructions :
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Instructions:
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B., y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Solicitation No – N° de l’invitation : 1920-0009735-1
Solicitation closes – L’invitation prend fin At – à : 14 :00 heures (Eastern Daylight Time/Heure avancée de l’est) On: September12th, 2014/Le 12 septembre 2014

Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’impression).
Name – Nom :
Title – Titre :

Vendor Name and Address – Raison sociale et adresse du fournisseur	
Facsimile No – N° de télécopieur :	
Telephone No – N° de téléphone :	
Signature	Date



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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Financial Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Information Handling Security Requirements at Statistics Canada and the Task Authorization Form - Translation Request Form.

2. Summary

This requirement is only for translation firms. The contractor shall perform translation from English into French and editing in French, with a translation capacity of 5,000 words per day. Statistics Canada requires translation and editing services in the fields pertaining to its activities, particularly in the following fields of specialization: statistical surveys; descriptive statistics; agriculture; demography; economy; geography and geomatics; justice; health; environmental sciences; social sciences; theoretical statistics, econometrics, applied statistics and mathematics; transportation; federal administration; finance; management; informatics and technology.



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Statistics Canada will award a maximum of two (2) contracts resulting from this Request for proposal. Contract(s) awarded will be of equal value.

The period of each contract awarded will be from September 22nd, 2014 (Estimated) to March 31st, 2015, plus an additional option of one (1) year.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is limited to Canadian goods and/or services.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

Statistics Canada will accept only one bid per bidder.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

- (i) Delete: (d) send its bid only to Public Works and Government services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation
- (ii) Insert: (d) send its bid only to Statistics Canada Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days



In Section 4 of Standard Instructions - Goods or Services - Competitive Requirements 2003, add Subsection 8 as follows:

8. A bid cannot be assigned or transferred in whole or in part.

The paragraph 8 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: in its entirety

Insert: submission cannot be faxed

2. Submission of Bids

Bids must be submitted only to **Statistics Canada (MACS) – Bids Receiving - Distribution Centre** by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Statistics Canada will not be accepted.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than three (3) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

6. Basis for Canada's Ownership of Intellectual Property



Statistics Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

“6.4 where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 to generate knowledge and information for public dissemination;”

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies) and 1 soft copy on CD or DVD.

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid



1.1 Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes must be shown separately.

1.2 **Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5 Precedent to Contract Award. The bidder must provide Attachment 1 to Part 5.

Section IV: Additional Information

1.1 **Bidder’s Proposed Site or Premises Requiring Safeguard Measures**

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below on the Bidder’s proposed site or premises for which safeguard measures are required for Work Performance:

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. **Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 **Technical Evaluation**

1.1.1 **Mandatory Technical Criteria**

Ref. No.	Mandatory Technical Criteria (MTC)	Bid Page No.
MTC1	<p><u>Bidder’s overall experience</u></p> <p>Bidders must demonstrate that they have at least five (5) years of experience in the delivery of translation services, by completing the template “Criterion MTC1 and Criterion PRTC1 – Bidder’s overall experience” in Attachment 1 to Part 4.</p> <p>The following information must be provided:</p> <ul style="list-style-type: none"> (a) The name of the client for whom the translation services were performed; (b) The name, telephone number and email address of a representative who could confirm the information provided by the bidder; (c) The time period during which translation services were 	



	provided (from “Month year” to “Month year”).	
MTC2	<p><u>Number of words translated by the bidder</u></p> <p>Bidders must demonstrate that they have translated at least 5,000,000 words from English into French during the five (5) year period ending on the bid solicitation date, by completing the template “Criterion MTC2 – Number of words translated by the bidder” in Attachment 1 to Part 4.</p> <p>The following information must be provided for the translation projects completed:</p> <ul style="list-style-type: none"> (a) The name of the client for whom the translation services were performed; (b) The name, telephone number and email address of a representative who could confirm the information provided by the bidder; (c) The time period during which the translation services were provided (from “Month year” to “Month year”); (d) The number of words translated from English into French during the time period specified in (c). 	
MTC3	<p><u>Translators proposed by the bidder</u></p> <p>Bidders must propose three (3) translators translating from English into French. Each proposed translator must have translated at least 500,000 words during the five (5) year period ending on the bid solicitation date, in at least nine (9) of the fields listed in SW.2.0 in Annex A, including the two mandatory fields, i.e. statistical surveys and descriptive statistics (see SW.2.0 in Annex A for definitions). The résumé of each translator will be used to evaluate this criterion for the number of translated words (see MTC4 below).</p> <p>Bidders must complete the template “Criterion MTC3 – Translators proposed by the bidder and Criterion PRTC5 – Education or Professional Accreditation” in Attachment 1 to Part 4.</p> <p>Notes</p> <ol style="list-style-type: none"> 1. Only those translators proposed in MTC3 will be evaluated in PRTC2, PRTC3 and PRTC4 (Point-rated Technical Criteria). 2. If a bidder proposes more than three (3) translators, only the first three (3) translators (based on the order in which they are proposed) will be evaluated. 	
MTC4	<p><u>Résumés of the proposed translators</u></p> <p>Bidders must provide a detailed and up-to-date résumé (maximum of five [5] pages) for each of the three (3) translators proposed in MTC3. The résumé must include the following information for the translation projects completed:</p> <ul style="list-style-type: none"> (a) The name of the client for whom the translation services were performed; (b) The name, telephone number and email address of a representative who could confirm the information provided by the bidder; 	



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	<p>(c) The time period during which the translation services were provided (from “Month year” to “Month year”);</p> <p>(d) The number of words translated from English into French during the time period specified in (c);</p> <p>(e) The field of the translated documents.</p>	
MTC5	<p><u>Education or Professional Accreditation</u></p> <p>Bidders must provide proof, by attaching a copy of the official document, that each of the proposed translators holds a bachelor's degree in translation, OR is a certified member of a Canadian provincial association of translators and interpreters, OR has worked as a translator for the Translation Bureau (TB) (PWGSC) for at least five (5) years, as an employee or a supplier; in the latter case, the document provided must demonstrate that the proposed translator either was employed by the TB or had a contract with the TB in their own name or as the owner of a sole proprietorship.</p> <p>Bidders must complete the template “Criterion MTC3 – Translators proposed by the bidder and Criterion MTC5 – Education or Professional Accreditation” in Attachment 1 to Part 4.</p>	
MTC6	<p><u>Office located in Canada</u></p> <p>Bidders must demonstrate that they have at least one (1) office in Canada and that one hundred per cent (100%) of the translators assigned to Statistics Canada documents will work either in that office or elsewhere in Canada, by completing the template “Criterion MTC6 - Office located in Canada” in Attachment 1 to Part 4. Proof of the business address in Canada may be requested, as appropriate.</p>	
MTC7	<p><u>Bidders</u></p> <p>Bidders must identify the name of the resource who will act as a liaison officer between the administrator of the Contract on the part of the Contractor and the Project Authority of Statistics Canada, by completing Attachment 2 to Part 4.</p>	

1.1.2 Point-rated Technical Criteria

Ref. No.	Point-rated Technical Criteria (PRTC)	Bid Page No.
PRTC1	<p><u>Bidder's overall experience</u></p> <p>Bidder's number of years of experience in providing translation services above the requirement of five (5) years indicated in MTC1.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> ➤ 5 years of experience or less = 0 points ➤ More than 5 years of experience = 1 point for each year of experience above the minimum of five (5) years, up to a maximum 	



	<p>of 10 points.</p> <p>A maximum of 10 points will be awarded for this criterion.</p>	
<p>PRTC2</p>	<p><u>Number of translated words – Mandatory fields</u></p> <p>Number of words translated by each of the three (3) translators proposed in MTC3 during the five (5) year period ending on the bid solicitation date in each of the following two (2) mandatory fields:</p> <ul style="list-style-type: none"> • statistical surveys; • descriptive statistics. <p>The information must be provided in the format specified in MTC4, in the résumé of each translator.</p> <p>Points will be awarded per translator, per field, as follows:</p> <ul style="list-style-type: none"> ➤ less than 10,000 translated words = 5 points ➤ 10,000 translated words or more BUT less than 15,000 translated words = 10 points ➤ 15,000 translated words or more BUT less than 20,000 translated words = 15 points ➤ 20,000 translated words or more BUT less than 25,000 translated words = 20 points ➤ 25,000 translated words or more = 25 points <p>A maximum of 50 points per translator will be awarded.</p> <p>Note An initial score will be calculated for each translator using the information provided in his or her résumé, for each relevant field identified in the résumé. The total score for the three (3) translators will be divided by three (3) to obtain the average score that the bidder will be awarded for this criterion.</p> <p>A maximum of 50 points will be awarded for this criterion.</p>	
<p>PRTC3</p>	<p><u>Translators' experience – Specialized fields</u></p> <p>Number of words translated by the three (3) translators proposed in MTC3 during the five (5) year period ending on the bid solicitation date in at least five (5) of the following ten (10) fields:</p> <ol style="list-style-type: none"> 1. agriculture 2. demography 3. economy 4. geography and geomatics 5. justice 6. health 	



	<p>7. environmental sciences 8. social sciences 9. theoretical statistics, econometrics, applied statistics and mathematics 10. transportation</p> <p>The information must be provided in the format specified in MTC4, in the résumé of each translator.</p> <p>Points will be awarded per translator, per relevant field, as follows:</p> <ul style="list-style-type: none"> ➤ less than 10,000 translated words = 5 points ➤ 10,000 translated words or more BUT less than 15,000 translated words = 10 points ➤ 15,000 translated words or more BUT less than 20,000 translated words = 15 points ➤ 20,000 translated words or more BUT less than 25,000 translated words = 20 points ➤ 25,000 translated words or more = 25 points <p>A maximum of 250 points per translator will be awarded.</p> <p>Note An initial score will be calculated for each translator using the information provided in his or her résumé, for each relevant field identified in the résumé. The total score for the three (3) translators will be divided by three (3) to obtain the average score that the bidder will be awarded for this criterion.</p> <p>A maximum of 250 points will be awarded for this criterion.</p>	
<p>PRTC4</p>	<p><u>Translators' experience – General fields</u></p> <p>Number of words translated by the three (3) translators proposed in MTC3 during the five (5) year period ending on the bid solicitation date in at least two (2) of the following four (4) fields:</p> <ol style="list-style-type: none"> 1. federal administration 2. finance 3. management 4. informatics and technology <p>The information must be provided in the format specified in MTC4, in the résumé of each translator.</p> <p>Points will be awarded per translator, per relevant field, as follows:</p> <ul style="list-style-type: none"> ➤ less than 5,000 translated words = 5 points ➤ 5,000 translated words or more BUT less than 7,500 translated words = 7 points ➤ 7,500 translated words or more BUT less than 10,000 translated words = 9 points ➤ 10,000 translated words or more BUT less than 12,500 translated 	



	<p>words = 12 points ➤ 12,500 translated words or more = 15 points</p> <p>A maximum of 60 points per translator will be awarded.</p> <p>Note An initial score will be calculated for each translator using the information provided in his or her résumé, for each relevant field identified in the résumé. The total score for the three (3) translators will be divided by three (3) to obtain the average score that the bidder will be awarded for this criterion.</p> <p>A maximum of 60 points will be awarded for this criterion.</p>	
PRTC5	<p><u>Bid quality</u></p> <p>Statistics Canada will award up to ten (10) points to bidders presenting clear and logical bids that facilitate a straightforward assessment of the information provided.</p> <p>A maximum of 10 points will be awarded for this criterion.</p>	
PRTC6	<p><u>Bidder's capabilities</u></p> <p>(a) The bidder must provide a business plan that contains a clear description of the approach used to ensure quality output, including the procedures in place for quality control of texts. (10 points)</p> <p>(b) The bidder must describe the approach used to deal with an excessive volume of work and/or emergencies, ensure service outside regular hours, and maintain a backup plan in case of technical or mechanical problem. (10 points)</p> <p>A maximum of 20 points will be awarded for this criterion.</p>	
PRTC7	<p><u>Environmental considerations</u></p> <p>Additional bonus points will be allocated to the Bidder who provides a description of environmental initiatives in their firm.</p> <p>The Bidder should also provide a listing of environmental attributes of their firm. This will not be evaluated but will form part of any resulting contract.</p> <p>The bidder should provide the following:</p> <ol style="list-style-type: none"> 1. an existing or proposed company-wide environmental mission statement (including environmental measures taken in office operations); 2. an existing or proposed action plan for energy sourcing (measures taken to improve energy efficiency, intended use of alternative fuel/power sources if the bidder's premises are owned); 3. an existing or proposed action plan for materials/equipment sourcing (intended use of recycled or reused products, waste management strategy); 4. a document showing that the bidder has an Environmental Management System certified by a qualified registrar as 	



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	<p>complying with the ISO 14001 standard.</p> <p>Provision of each of the above is worth two (2) points. Partial points will not be awarded.</p> <p>A maximum of 8 points will be awarded for this criterion.</p>	
	<p>Maximum total score for criteria PRTC1 to PRTC7 as a whole = 408 points. (To be compliant, bidders must achieve a minimum total score of 305 points.)</p>	

2. Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria;
 - c. obtain the required minimum of **305 points** for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **408 points.**
2. Bids not meeting (a), (b) and (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.



1. Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.



1.1 Status and Availability of Resources

1.1.1 SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

1.2 Education and Experience

1.2.1 SACC Manual clause A3010T (2010-08-16), Education and Experience

1.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;



- b. date of termination of employment or retirement from the Public Service.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

PART 6 – SECURITY AND FINANCIAL REQUIREMENTS

1. Security Requirement

1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.

1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



- 1.3 For additional information on security requirements, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Financial Capability

Manual SACC clause A9033T (2012-07-16), Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an **"as and when requested basis"** using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

As more than one contract has been awarded for this requirement, a request to perform a Task Authorization (TA) will be sent to one of the contractor. The assignment of the TA will be based on the nature of the document to be translated; the area of specialization of the contractor, the availability of the contractor and the daily workload capacity of the contractor. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded to a second contractor. This process will continue until the task can be performed by another contractor. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, **within 2 hours** of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Task Authorization Limit



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The Project Authority may authorize individual task authorizations up to a limit of \$15,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any Task Authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **2.5%** of the maximum contract value amount.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2014-06-26), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4007 (2010-08-16) License to Intellectual Property Rights in Background Information apply to and form part of the Contract.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 1920-0009735-1**



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1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)** with approved **Document Safeguarding** at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition)

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of September 22nd, 2014 (Estimated date) to March 31, 2015, inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Béatrice Racine**

Organization: Statistics Canada

Title: Contracting Advisor, Corporate Support Services Division

Address: 150 Tunney's Pasture Driveway, Main Building, Room 1405-K, Ottawa, K1A 0T6

Facsimile: 613-951-2073

E-mail address: macsbids@statcan.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is: (Information will be provided at the time of contract award).

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative (At contract award)

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.



4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favored customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. The monthly invoice, must be supported by:
 - a) the translation request number and the number of words translated or revised, and the corresponding rate;
 - b) any other documents or information as requested by the Project Authority or as specified in the Contract.
3. Invoices must be distributed as follows:
 - a. One (1) hard copy **or** one (1) electronic copy must be forwarded to the following address for certification and payment.

Financial and Administrative Services Division (FASD)

RH Coats Building, Finance Counter (RHC 6L)
100 Tunney's Pasture Driveway, Ottawa, ON K1A 0T6

Financecounter@statcan.gc.ca

- b. One (1) hard copy **or** one (1) electronic copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are



subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions, 4007 (2010-08-16), License to Intellectual Property Rights in Background Information;
- (c) the general conditions 2035 (2014-06-26), Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Information Handling Security Requirements at Statistics Canada;
- (h) Annex E, Task Authorization Form – Translation Request
- (i) the Contractor's bid dated _____.

12. Insurance

SACC *Manual* clause G1005C (2008-05-12), Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

13. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

14. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (*the supplier or the contractor or the name of the entity awarded this contract*) respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX A STATEMENT OF WORK

SW.1.0 TITLE

Translation Services from English into French and Editing Services in French.

SW.2.0 BACKGROUND

This requirement is only for translation firms. Statistics Canada requires translation and editing services in the fields pertaining to its activities, particularly those included in the following three groups:

Mandatory fields

- **Statistical surveys** – Included in this field are texts that describe in a general way surveys and survey operations;
- **Descriptive statistics** – Included in this field are texts that describe in a clear and concise way, in particular with tables and charts, the statistical information provided by numerous and varied observations on a given phenomenon.

Specialized fields

1. agriculture
2. demography
3. economy
4. geography and geomatics
5. justice
6. health
7. environmental sciences
8. social sciences
9. theoretical statistics, econometrics, applied statistics and mathematics
10. transportation

General fields

11. federal administration
12. finance
13. management
14. informatics and technology

SW.3.0 OBJECTIVES

The contractors will have to perform translation from English into French and editing in French, with a translation capacity of 5,000 words per day.



SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks

The contractor shall perform translation from English into French and editing* in French, with a translation capacity of **5,000 words per day**.

This capacity of 5,000 words per day must be reached without using machine translation. Texts that obviously have been translated using machine translation software will fail quality control and will be deemed unsatisfactory and counted as such. (Please refer to SW.4.4.7.) Services are to be delivered on an as-required basis. The workload varies depending on the needs of internal clients; therefore, the actual demand for services and volume of work cannot be predicted. Also, text size may vary considerably.

There is a wide variety of texts to translate, including publications, survey questionnaires, analytical studies, statistical studies, meeting minutes and conference proceedings, subject matter presentations, information notes, glossaries, House cards, work descriptions, letters, memorandums, reports, administrative and financial documents, and other documents related to Statistics Canada's activities and mandate.

SW.4.2 Deliverables

The contractor shall deliver, on an **as and when required basis**, texts translated from English into French or edited in French, with a translation capacity of **5,000 words per day**.

The contractor must follow the principles and rules that are accepted in the translation and writing industry, and comply with any requirements specified by Statistics Canada with respect to deadlines, the software to be used, the format, style and layout of texts, the provision of terminology, text receipt and transmission, file compression and encryption, security, administrative procedures, etc.

SW.4.3 Method and source of acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW.4.4 Specifications and standards

SW4.4.1 Receipt and transmission of texts

The contractor shall bear the expense of receiving and transmitting texts on the Internet using the Electronic File Transfer Service (EFTS) or any other means indicated by Statistics Canada. If using the EFTS or another means indicated by Statistics Canada is temporarily impossible because of a software malfunction and/or a network failure, the contractor shall receive and transmit texts by electronic mail and/or by messenger.

When sending a text, the contractor will send a confirmation by email and provide the following information: request number, file name, whether or not a translator's note was included, name of the person who translated or edited the text, final word count and/or number of hours of editing, as well as any other piece of information indicated by Statistics Canada. As required, Statistics Canada may ask the contractor to send the confirmation and provide the required information by another means, e.g. by fax.

* Except in special cases, "editing" refers to the editing of a translated text against the source text.



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As required, Statistics Canada and the contractor may transmit texts by fax, by messenger or by mail to their respective addresses, subject to prior verbal or written agreement and, as applicable, in accordance with any security rules imposed by Statistics Canada, regardless of the text and/or the transmission mode.

Each text sent to the contractor shall be accompanied by a translation request form and/or a transmission slip, which will be submitted electronically or on paper.

The contractor must be able to compress files using software compatible with the Windows operating system compression tool or using any other tool indicated by Statistics Canada.

Statistics Canada uses encryption software to send and receive protected or secret information. Statistics Canada will supply this software to the contractor without charge upon awarding the contract, but the contractor will be responsible for its installation, which will have to be done at his or her own expense. The contractor will have to follow the appropriate security procedures according to the security rating of the text to be translated or edited. Any breach of these security procedures may lead to the immediate cancellation of the contract.

Statistics Canada may change the transmission procedures during the contract period. If applicable, the contractor will be responsible for any new installation, which will have to be done at his or her own expense.

SW.4.4.2 Refusal to receive texts

In the event that the contractor is unable to accept a text, the contractor shall so inform the Project Authority or the latter's authorized representative at the time the text is proposed, or shall negotiate another delivery date, if possible. If the contractor accepts the text and is subsequently unable to meet the required delivery date, the contractor must immediately inform the Project Authority or the latter's authorized representative, and together they will negotiate a solution for the translation or editing of the text and new deadlines, where applicable. Damages may apply if the text is delivered late (see "Damages," below).

In the event that the contractor is unavailable, due to an absence for example, the contractor shall inform the Project Authority reasonably in advance of this so that Statistics Canada may make other arrangements.

SW.4.4.3 Damages

Should the contractor deliver work after the delivery date stated on the translation request form, or any other negotiated date, the amount payable for this work may be reduced by 2% per day of delay, up to 10%.

Nothing in the foregoing shall be interpreted as limiting any other measures that may be taken due to failure by the contractor to fulfill any other obligations.

SW.4.4.4 Documentation and terminology

Statistics Canada may provide the contractor with access to internal terminology resources as well as supply documentation and the names of resource persons. The contractor shall submit any information requests to the Communications Division's quality control officers. These could be, for example, requests to clarify difficult passages or translate terms or expressions not found in any reference resource.

In addition, the contractor must send to Statistics Canada, with the translated text but in a separate file, the equivalents of the terminological units found in the text to be translated that are not in *TERMIUM Plus*[®] or any other standard terminology resource, as well as related information.



SW.4.4.5 Required software and layout

The contractor shall translate, edit and deliver the texts in the format, style and layout of the source texts, without conversion, using the software that the client requested for the target texts, usually a specific version of Word, Excel or PowerPoint. If the source text is in HTML or PDF format, the contractor shall translate or edit the text with a software program chosen in conjunction with Statistics Canada, respecting the original formatting as much as possible.

Also, the contractor shall use a virus detection and elimination system. The contractor agrees not to insert unauthorized codes into texts, tables, etc., and to take all necessary measures to deliver the texts on media or by electronic means that are free of viruses.

SW.4.4.6 Language quality and consistency of terminology

The contractor agrees to translate or edit the texts in a style that is consistent, appropriate and suited to the target reader, using consistent, accurate terminology, so as to render the message of the source text precisely. For this purpose, the contractor shall refer to any internal resources provided by Statistics Canada, including the *Statistics Canada Style Guide* or the *Guide de rédaction de Statistique Canada* and any reference documents provided with the texts to be translated, as well as the Government of Canada's terminology and linguistic data bank, *TERMIUM Plus*[®], the Translation Bureau's (PWGSC) *The Canadian Style* or *Le guide du rédacteur*, and other authoritative works used in the translation and writing industry. The contractor is free to use translation tools, but texts that have obviously been translated with machine translation software will fail quality control.

If the contractor receives several requests within the same project, and if the deadline permits, all of the work must be performed by the same translator. If the translation or editing of various texts within the same project must be performed by more than one translator because of a short deadline, the contractor must obtain beforehand written consent of the Project Authority and ensure that the texts are terminologically consistent. The same rule applies to any text that is too lengthy for translation or editing by one translator.

A text is deemed unsatisfactory if:

- the quality does not meet requirements, i.e. a sample of 400 words includes one (1) major error (mistranslation, nonsense, gibberish, error in figures, serious misinterpretation, omission leading to a serious misinterpretation, etc.) OR more than three (3) minor errors caused by a lack of knowledge of the subject or of translation principles, by insufficient terminology research or by inadequate proofreading. (Unjustified terminology errors may be deemed to be major in cases where the terminology was contained in an internal resource provided by Statistics Canada.)
- the layout does not meet requirements (the text must follow the layout of the source text and must be written with the software that the client requested for the target text [unless otherwise specified], without any conversion).

Where a text is deemed unsatisfactory, Statistics Canada may exercise its rights, notably: have the contractor redo the work at no additional cost to Statistics Canada; have the work redone by another contractor at the contractor's expense; have the text edited or reworked and impose financial penalties on the contractor, the amount of which shall be calculated by multiplying the set hourly rate of \$75 by the number of hours spent reworking, editing, retranslating or manipulating the text, with said amount being deducted from the contractor's next invoice.



SW.4.4.7 Evaluation of translated texts

The work shall be evaluated in accordance with the terms and conditions set out in this document and with principles and rules that are accepted in the translation and writing industry. After five (5) texts deemed unsatisfactory, Statistics Canada reserves the right to terminate the contract.

SW.4.4.8 Word count of source texts

Statistics Canada will generate an automated word count of source texts and, as a general rule, only this word count may be used to invoice the agency for the work. For the purposes of this document, a word is defined as a series of contiguous characters. Numbers appearing in texts are counted as words. There often may be cases where the conversion of numbers within tables will have to be billed on an hourly basis.

In case of disagreement, Statistics Canada will redo the word count and reach an agreement with the contractor on the figure to be used. Any change that the contractor may wish to make shall be discussed in advance with the Project Authority or the latter's authorized representative.

SW.4.4.9 Disclosure of information

The contractor must, during and after the contract period, treat as confidential and not disclose, unless given written authorization by the Project Authority, any information obtained in the course of carrying out the work under the terms of the contract. Also, the contractor agrees not to use or disclose any personal information for any purpose other than completing the work under the contract. Upon the completion or termination of the contract or at such earlier time as Statistics Canada may require, the contractor shall destroy, under appropriate security conditions, all personal information, together with every copy, draft, working paper and note that contain such personal information.

SW.4.4.10 Authorization of work

The contractor shall not deal directly with any request for service from a branch, division, section or regional office of Statistics Canada without the verbal or written consent of the Project Authority or the latter's authorized representative.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE STATEMENT OF WORK

SW.5.1 Contractor's obligations

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor shall:

- keep all documents and proprietary information confidential;
- maintain all documentation in a secure area.

SW.5.2 Statistics Canada obligations

In the case where a translator needs to work on Statistics Canada's premises, Statistics Canada will provide:

- access to facilities and equipment (i.e. a workstation with a computer and associated equipment, a telephone, etc.), if required;
- access to a staff member who will be available to coordinate activities;
- other assistance or support.



SW.5.3 Estimated period of the contract

The estimated period of the contract is from September 22nd, 2014 to March 31, 2015, plus one (1) option year.

SW.5.4 Location of work, work site and delivery point

The contractor must have at least one (1) office in Canada and one hundred per cent (100%) of the translators assigned to Statistics Canada documents must work either in that office or elsewhere in Canada.

As required by Statistics Canada, the contractor may have to appoint someone willing to work on specific translation and/or editing projects in Statistics Canada's offices, mainly in the National Capital Region.

SW.5.5 Language of work

The contractor can use either official languages of Canada when communicating with the Project Authority. The translation services to be provided will involve mainly translation from English into French.

SW.5.6 Insurance requirements

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for their own protection or to fulfill their obligations under the contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at their own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish their liability in any manner including as may be referenced elsewhere by the provisions of this contract.

SW.5.7 Security requirements for Canadian supplier

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)** with approved **Document Safeguarding** at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;



- (b) Industrial Security Manual (Latest Edition)

SW.5.8 Basis for Canada's Ownership of Intellectual Property

Statistics Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

"6.4 where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

- 6.4.1 to generate knowledge and information for public dissemination;".

SW.5.9 Environmental considerations

All projects should be delivered in an environmentally responsible manner, to the fullest extent possible. Clients and suppliers will be encouraged to transmit work requests electronically.

All paper used for non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Project or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.

The supplier will be encouraged to provide proofs for client review and approval either on-screen or by e-mail, CD, DVD or zip file, wherever possible. Should printed material be required, double-sided format will be the default unless otherwise specified by the client.

SW.5.10 Policy on the Use of Deemed Employees

5.10.1 Preamble

Sub-sections 5(2) and 5(3) of the *Statistics Act* make provision for the Minister to use the services of persons or incorporated contractors, and federal public servants to carry out any function or perform work pursuant to the *Statistics Act*. Similarly, section 10 of the *Statistics Act* allows for arrangements with the government of a province to use provincial officers to carry out any power or duty under the Act. When acting in such a capacity, these persons, incorporated contractors, federal public servants or provincial officers are deemed to be employed under the Act and, therefore, have the status of "deemed employees" while performing these services. This policy is not intended to cover the hiring of temporary employees pursuant to sub-section 5(1) of the *Statistics Act*.

5.10.2 Policy statement

It is the policy of Statistics Canada that the use of the provisions described above be limited to those individuals who fall in the following category and have a legitimate need for access to confidential statistical information in order to fulfill the responsibilities that Statistics Canada requires of them as deemed employees:

- Persons or incorporated contractors, and their employees and agents, retained under contract to perform special services for Statistics Canada.

Before being provided access to sensitive statistical information, deemed employees must:

- receive Reliability Status as defined by the Government Security Policy;
- sign the oath/affirmation of secrecy required by the *Statistics Act*;
- acknowledge in writing that they have read and understood:



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- sections 17(1), 30 and 34 of the *Statistics Act*; and
- documentation related to specified Statistics Canada policies and practices;
- acknowledge having received and read documentation on the *Values and Ethics Code for the Public Service*; and
- declare they will comply with the Code.

5.10.3 Oath/Affirmation of secrecy

The oath/affirmation of secrecy pursuant to subsection 6(1) of the *Statistics Act* must be administered to **individuals** who are deemed to be employees before permitting access to sensitive statistical information or to areas where sensitive statistical information is used.

“6(1) The Chief Statistician and every person employed or deemed to be employed pursuant to this Act shall, before entering on his duties, take and subscribe the following oath or solemn affirmation:

I,, do solemnly swear (or affirm) that I will faithfully and honestly fulfil my duties as an employee of Statistics Canada in conformity with the requirements of the [Statistics Act](#), and of all rules and instructions thereunder and that I will not without due authority in that behalf disclose or make known any matter or thing that comes to my knowledge by reason of my employment.”

The oath/affirmation of secrecy pursuant to subsection 6(3) of the *Statistics Act* shall be administered in the case of **incorporated contractors**.

“6(3) Where a person retained under contract to perform special services for the Minister pursuant to this Act is a body corporate, the chief executive officer thereof and such other officers, employees and agents thereof as are used to perform the special services shall, before entering on any of the duties required under the contract, take and subscribe the following oath or solemn affirmation:

I,, do solemnly swear (or affirm) that I will faithfully and honestly fulfil my duties as an employee of (name body corporate) in respect of my employment in carrying out (identify here contract with Minister) in conformity with the requirements of the [Statistics Act](#), and of all rules and instructions thereunder and that I will not without due authority in that behalf disclose or make known any matter or thing that comes to my knowledge by reason of my employment as described therein.”



**ANNEX B
BASIS OF PAYMENT**

Name of company: _____

Please enter, in the spaces provided below, the rates for translation from English into French and editing* in French. The proposed rates must be all-inclusive rates. The all-inclusive rates will cover any costs incurred by the contractor including but not limited to: Word processing, reports, photocopy, courier services, cost associated with the software, telephone calls and the reception and transmission and delivery of the documents, and all other related expenses. No other fees, costs or amounts will be paid.

Table 1 Estimated Period of Contract: September 22 nd , 2014 to March 31 st , 2015			
Ref. No.	Contract Period	Description	All-inclusive Rate
1	Initial Period	The bidder shall translate, in the bidder's fields of specialization, texts that will be submitted on an as and when required basis by the Project Authority. However, if asked—as indicated on the translation request form—to edit any pretranslated passages, the bidder shall edit these passages at a rate equal to 65% of this rate (regardless of the degree of similarity).	\$ _____ per word
2	Initial Period	The bidder shall translate all changes made to a translated text when these changes are not indicated in the text, regardless of whether the translation was done by the bidder or by a third party. The bidder shall collate the old version and the new version, clearly indicating all changes to the client. With the exception of the type of editing specified in 1, the bidder shall edit translated texts at the same rate. At the discretion of Statistics Canada, this same hourly rate may also apply in other particular circumstances.	\$ _____ per hour
3	Initial Period	The bidder may be required to work on special translation and/or editing projects in Statistics Canada's offices, mainly in the National Capital Region.	\$ _____ per hour

Note 1: The above-mentioned rates shall apply to all texts, regardless of length or type. However, in extraordinary circumstances, for example when the allotted time is shorter than normal, the Project Authority or the latter's authorized representative may negotiate with the bidder a reasonable urgency premium, according to the priority and complexity of the work to be performed, the allotted time and any other factors relevant to the case in hand.

* Except in special cases, "editing" refers to the editing of a translated text against the source text.



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Table 2			
Option period 1 – From April 1st, 2015 to March 31st, 2016			
Ref. No.	Contract Period	Description	All-inclusive Rate
4	Option Period 1	The bidder shall translate, in the bidder's fields of specialization, texts that will be submitted on an as and when required basis by the Project Authority. However, if asked—as indicated on the translation request form—to edit any pretranslated passages, the bidder shall edit these passages at a rate equal to 65% of this rate (regardless of the degree of similarity).	\$ _____ per word
5	Option Period 1	The bidder shall translate all changes made to a translated text when these changes are not indicated in the text, regardless of whether the translation was done by the bidder or by a third party. The bidder shall collate the old version and the new version, clearly indicating all changes to the client. With the exception of the type of editing specified in 4, the bidder shall edit translated texts at the same rate. At the discretion of Statistics Canada, this same hourly rate may also apply in other particular circumstances.	\$ _____ per hour
6	Option Period 1	The bidder may be required to work on special translation and/or editing projects in Statistics Canada's offices, mainly in the National Capital Region.	\$ _____ per hour

Note 1: The above-mentioned rates shall apply to all texts, regardless of length or type. However, in extraordinary circumstances, for example when the allotted time is shorter than normal, the Project Authority or the latter's authorized representative may negotiate with the bidder a reasonable urgency premium, according to the priority and complexity of the work to be performed, the allotted time and any other factors relevant to the case in hand.



ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST

	RECEIVED MAY 20 2014	Contract Number / Numéro du contrat 1920-0009735
	Government of Canada / Gouvernement du Canada	Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Statistics Canada	2. Branch or Directorate / Direction générale ou Direction Communications	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Translation and revision services, with a translation capacity of 5,000 words per day/		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? (No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST

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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens		✓														
Production																
IT Media / Support TI		✓														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1920-0009735
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Thibodeau, Jacques	Title - Titre DSO	Signature 	
Telephone No. - N° de téléphone 613-951-8426	Facsimile No. - N° de télécopieur 613-951-2534	E-mail address - Adresse courriel jacques.thibodeau@statcan.gc.ca	Date 2014/05/20
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Thibodeau, Jacques	Title - Titre DSO	Signature 	
Telephone No. - N° de téléphone 613-951-8426	Facsimile No. - N° de télécopieur 613-951-2534	E-mail address - Adresse courriel jacques.thibodeau@statcan.gc.ca	Date 2014-05-20
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Anna Kulycka Contract Security Officer, Contract Security Division Anna.Kulycka@psgc-pwsc.gc.ca	Title - Titre Contract Security Officer	Signature 	
Telephone No. - N° de téléphone 613-951-1258 / Fax / Téléc. - 613-954-4174	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date May 21, 2014

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



ANNEX D INFORMATION HANDLING SECURITY REQUIREMENTS AT STATISTICS CANADA

Definitions and Acronyms

Definitions

Classification of information:

Government information is classed based on its sensitivity as public, protected (A and B), and classified (Protected C, Secret and Top Secret).

Information:

Any document or data held or produced by Statistics Canada. It includes (but is not limited to)

The Detailed Accounts comprising confidential (under the federal *Statistics Act*), unsuppressed Input-Output accounts and other System of National Accounts information Ontario and any aggregation of the Detailed Accounts that could directly or indirectly identify an individual person, business or organization

Treasury Board of Canada submissions

Cabinet Confidences

Deemed employees/contractors:

A person employed by Statistics Canada under the provincial/territorial statistical act who has been designated as a deemed employee of Statistics Canada pursuant to section 10 of the federal *Statistics Act*. The Agency may also request, on occasion, that a contractor/consultant become a deemed employee of Statistics Canada.

Contractor

The person responsible on behalf of the company / organization engaged to perform the contract.

Visitor:

A person, other than approved personnel as designated within the contract or by Statistics Canada, who has been invited onto the premises.

Acronyms

CISD	Canadian Industrial Security Directorate
CPS	Chief, Physical Security
CSEC	Communications Security Establishment Canada
DSO	Departmental Security Officer
FISO	Field Industrial Security Officer
ISD	Informatics Service Desk for Statistics Canada
ITS	IT Security
ITSC	IT Security Coordinator
ITSG	IT Security Guidance
PWGSC	Public Works and Government Services Canada
RCMP	Royal Canadian Mounted Police
TRA	Threat Risk Assessment



1. INTRODUCTION

This document outlines both the IT Security and Physical Security requirements for Statistics Canada for processing of sensitive data/information up to and including the level of Secret. In absence of a formal Threat-Risk Assessment (TRA) and due to the IT portion of the Security clearance being contract specific, the intent of this document is to state the minimum safeguards required in order that the processing of sensitive information be approved by the Department's IT Security Coordinator (ITSC)

Security is based upon layers of protection; that is, in order for the requirements of IT Security (ITS) to effectively safeguard the information, they must be preceded and supported by other aspects of security and the associated policies. The physical, personnel and information security safeguards in accordance with the Policy on Government Security and ITS related Standards must exist prior to the implementation of ITS safeguards.

2. MANDATORY PREREQUISITES

2.1. PWGSC Validation for Physical Security

The application of the security safeguards listed in this document are based on the mandatory requirement that the physical premises have been inspected, certified and accredited to process and store sensitive (Protected or Classified) information by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services (PWGSC). The Departmental Security Officer's (DSO) office will validate the certification and notify the ITSC.

A CISD Field Industrial Security Officer (FISO) will perform a bi-annual inspection to ensure that premises PWGSC certification is maintained.

The FISO may coordinate with the Chief of Physical Security (CPS) for Statistics Canada.

2.2. Personnel Security

All personnel who have access to the material being processed must hold valid Government of Canada security clearance at the appropriate level (dictated by the sensitivity of the material) and have the "need to know".

All contractor personnel handling Statistics Canada classed information deemed sensitive must attend a training/briefing session coordinated and delivered by the DSO / ITSC.

Statistics Canada may decide to "deem" the contractor and its designated personnel in order to be compliant with the Statistics Act.

2.3. Information Security

All hard copy documents and other media formats must be handled and transported in accordance with Government of Canada guidelines. All hard copy documents and other media will be marked with the appropriate security classification as provided by Statistics Canada. Any covering letter, transmittal form or circulation slip will be marked to indicate the highest level of classification of the attachments.

Transportation of information associated with this contract into or out of the physical premises must adhere to RCMP G1-009 "Transport and Transmittal of Protected and Classified Information". The



contractor's personnel may only transport documents associated with Statistics Canada's contract into or out of the processing zone with the approval of Statistics Canada's DSO and the designated contract manager.

2.4. Security Policy Compliance Monitoring

On a frequency to be determined by the Safety, Security and Emergency Management Division (SSEMD), Statistics Canada retains the right to conduct inspections of the contractor facility to ensure compliance with Government of Canada standards and policies with respect to the handling, storage and processing of sensitive information.

2.5 Contact information

For incidents, questions and information, the contractor should reach Statistics Canada via the following:

- The contract holder at Statistics Canada for all informational contract questions
- The ITSC, CPS or DSO for all incidents or security related issues
- The Informatics Service Desk (ISD) for all informational security issues or afterhours dispatch

3. MINIMUM IT SECURITY REQUIREMENTS

3.1. IT Security Policy Compliance and Monitoring

On a frequency to be determined by Statistics Canada's IT Security team, Statistics Canada retains the right to conduct inspections of the contractor facility to ensure compliance with Government of Canada standards and policies with respect to prevention, detection, response and recovery requirements in the Operational Security Standard: Management of Information Technology Security.

3.2. Adherence to Government of Canada Policies

All information technology related operations must adhere to the overall requirements outlined in the Operational Security Standard: Management of Information Technology Security. Specifically, sections 16-18, referring to prevention, detection, response and recovery.

3.3. Transmission

Government of Canada proscribes the methods by which sensitive information may be transmitted to and from the contractor. The contractor will adhere to the methods outlined by the RCMP in **G1-009 "Transport and Transmittal of Protected and Classified Information"**.



3.4 Prevention

Prevention safeguards as follows, protect the confidentiality, integrity, and availability of information and IT assets.

3.4.1. Physical Security within the IT Security Environment

The contractor will provide the Statistics Canada CPS and ITSC with the list of physical safeguards which are implemented in the facility which is used to process and store sensitive information. All equipment processing sensitive information is to reside in the designated zone used for processing the sensitive information as per RCMP - Guide to the Application of Physical Security Zones" (G1-026).

The equipment within the designated zone used for processing the classified information, must be stored either on a stand-alone computer or on a closed internal computer network that has no direct or indirect connections to any other network. In either case, internet connections or any other external connectivity is not permitted.

Electronic devices with wireless connections must not be connected to any computer or network that processes or stores information and must not be present in the secure area where classified (Secret) information is handled.

Physical security features depend on the level of protection required by the classification of the information. They may include floor-to-ceiling solid walls or entrances equipped with a mechanism that allows access only to specified personnel.

3.4.2 Cryptography, Network Security and Perimeter Defence

The electronic storage of Protected Information (A or B) associated with this contract must be within a CISC approved IT environment. Electronic transmission of Protected A information should be encrypted when supported by a Threat and Risk Assessment. However, Protected B information must be encrypted during transmission. For Protected B information, the contractor must a minimum segregate its networks into IT security zones and implement perimeter defence and network security safeguards. CSEC provides guidelines for the proper implementation of network zoning for such environment; ITSG-38 and ITSG-22. As well, the contractor must apply strict control of access to and in the protected zone where the information associated with this contract resides. CSEC ITSG-33 provides the guidance for this. Network perimeter defence safeguards (e.g. firewalls, routers) must be used to mediate all traffic and to protect servers that are accessible from the internet. The contractor must use CSEC approved encryption technology to ensure confidentiality, integrity, authentication and non-repudiation. As for classified information, The Need-to-Know principle must always be applied for both Protected A and B information, and transmission must be restricted only to CISC approved recipients.

Please note: Information classed as Protected B that is collected or designated under the Statistics Act must be treated as Secret.

3.4.3 Storage, Disposal and Destruction of IT Media

All material such as CD/DVDs, flash/thumb drives, workstation hard disks, server hard disks, backup tapes and any other devices used to process or store either protected or classified information must be identified and itemized by model and serial number for hard disks, and by label for any other media which cannot be identified by model or serial number. These devices or material must be retained and properly stored or disposed of by Statistics Canada IT Security personnel in the event of failure / replacement of the equipment or termination of the contract.



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Statistics Canada's ITSC must be provided with the list of equipment and media being used. In addition, only equipment and media that has been previously identified, itemized and documented may be used to process protected or classified information.

In the event that equipment requires maintenance, support or replacement, no hardware associated with the processing or storage of protected or classified information may be given to an outside vendor.

All media, when not in use, must be stored in a storage container which is RCMP-approved for the storage of sensitive information to the level of Secret (G1-001 "Security Equipment Guide". The storage container must be verified by CISD and validated by the CPS, Statistics Canada.

3.4.4 Authorization and Access Control

The contractor must provide Statistics Canada's ITSC with a list of all individuals who have access to the sensitive information being processed for the Department, along with the contractors' current policies and procedures for adding individuals to the environment and the process followed when an individual is removed from the environment.

In following the 'principle of least-privilege', the contractor must provide only the minimum access required for individuals to perform their duties.

Visitors are never to be permitted in the secure processing areas.

3.4.5 Mobile Computing and Teleworking

Statistics Canada does not permit the use of mobile computing, nor teleworking for either protected or classified information

3.4.6 Emanations Security

Not applicable.

3.4.7 Telecommunications Cabling

In the event an isolated Local Area Network is used (rather than standalone equipment), it is important to control and monitor access to telecommunications wiring, spaces and pathways to avoid inadvertent or deliberate connection to any other network. Any telecommunications wiring not located in the secure area but part of the isolated LAN will be fed through conduit to isolate the cabling.

3.4.8 Software Integrity and Security Configuration

The contractor shall configure the security of the operating systems and software being used to process sensitive information in accordance with security best practices (such as the Microsoft Security Compliance Toolkits for servers and clients), and provide documentation on the process used. The contractor must implement safeguards to servers and workstations processing sensitive information to ensure security compliance, and document the process for Statistics Canada's ITSC.

Security patching and updates should occur at a minimum, monthly.

3.4.9 Malicious Code

The contractor must install, use and regularly update antivirus software (COTS only) and conduct scans on all electronic files from external systems. USB ports and CD/DVD drives must be autorun disabled and actively scanned on first activation.

3.4.10 Detection



It is important to have the ability to detect security related issues within the operating environment which processes sensitive information. Even though the systems are isolated, it is still useful to use sources such as system logs (event viewer), virus protection software and other system tools to monitor systems. In order to adequately protect information, there must exist the ability to detect activity such as unauthorized access, unplanned disruption of systems or services or unauthorized changes to system hardware, firmware, or software. Detection mechanisms which are used by the contractor must be documented and provided to Statistics Canada's ITSC.

3.5 Response and Recovery

3.5.1 Incident Response

The Policy on Government Security requires departments to 'establish mechanisms to respond effectively to IT incidents and exchange incident-related information with designated lead departments in a timely fashion'. Similarly, Statistics Canada requires the contractor to have a documented incident response process. All documentation pertaining to incident response must be provided to Statistics Canada's ITSC.

3.5.2 Incident Reporting

It is paramount that Statistics Canada's DSO, the ITSC are made aware of any security-related incidents with respect to the facilities and equipment used to process and store sensitive information.

The contractor must report any security-related incidents to Statistics Canada's DSO and ITSC within (two hours) of an incident being detected or reported. CISD shall also be notified of such incident by the DSO.

3.5.3 Recovery

The ability to recover systems and information is extremely important in any IT environment. Statistics Canada requires the contractor demonstrate the ability to address systems recovery by providing documentation relating to systems and server backup policies (e.g. processes used, tests restores, retention periods and storage of backup media).



ANNEX "E"
TASK AUTHORIZATION FORM – TRANSLATION REQUEST

Communications Division / Division des communications Translation/Traduction Translation and Terminology Services/ Services de traduction et de terminologie		Statistics Canada/Statistique Canada <u>Word count / Nombre de mots</u>			
E-mail/Courriel translation/traduction@statcan.gc.ca fe-translationold@statcan.gc.ca traduction@statcan.gc.ca		Tel./Tél. 613-951-5737 Fax/Télécopieur 613-951-2072	EFT/STEF www.statcan.gc.ca/ec-ce/eft-tef		
Translator/Traducteur					
Request No. / No de la demande		Languages/Langues Source/Départ Target/Arrivée			
Division		Software/Logiciel Source/Départ Target/Arrivée			
FRIC/CRF	Project/Projet				
Title of document / Titre du document		Bilingual reference documents included / Documents de référence bilingues inclus			
		Planned/Planifiée			
		Security/Sécurité			
Originator or Author / Demandeur ou auteur					
Notes and instructions/Notes et instructions					
Fax transmittal / Transmission par télécopieur Filename / Nom du fichier :					
Translator's note / Note du traducteur : <input type="checkbox"/> yes/oui <input type="checkbox"/> no/non Translator's name / Nom du traducteur :					
Final word count (translation) / Nombre de mots définitif (traduction) :					
Number of hours (revision) / Nombre d'heures (révision) :					
				TOTAL	



**ATTACHMENT 1 TO PART 4
Templates recommended for bidders**

Please provide the information requested in the following templates.

CRITERION MTC1 AND CRITERION PRTC1 – BIDDER’S OVERALL EXPERIENCE

Experience in providing translation services (without machine translation)			
A	B	C	
Name of client	Name, telephone number and email address of the client’s representative	Time period during which translation services were provided	
		From “Month year”	To “Month year”

CRITERION MTC2 – NUMBER OF WORDS TRANSLATED BY THE BIDDER

Number of words translated by the bidder (without machine translation)				
A	B	C		D
Name of client	Name, telephone number and email address of the client’s representative	Time period during which the translation services were provided		Number of words translated during the time period specified in column C.
		From “Month year”	To “Month year”	



CRITERION MTC3 – TRANSLATORS PROPOSED BY THE BIDDER
AND
CRITERION MTC5 – EDUCATION OR PROFESSIONAL ACCREDITATION

Surname and first name of the proposed translator	Employee (E) or subcontractor (S)		Official document provided
	E	S	
1)			
2)			
3)			

CRITERION MTC6 –
OFFICE LOCATED IN CANADA

Address of the bidder's office in Canada:		
Surnames and first names of the proposed translators who will be assigned to Statistics Canada documents	Place of work: Bidder's office (BO) or elsewhere in Canada (E)	
	(BO)	(E)
1)		
2)		
3)		



**ATTACHMENT 2 TO PART 4
Bidder's General Information**

Bidders must provide the following information:

Legal name and business address	Procurement Business Number or GST number
Telephone number	
Fax number	
Email address	
The Bidder must identify the name of the resource who will act as a liaison officer between the administrator of the Contract on the part of the Contractor and the Project Authority of Statistics Canada.	
Name of the resource	
Mailing address	
Phone number	
Fax number	
Email address	



**ATTACHMENT 1 TO PART 5
Mandatory Certifications**

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Status and Availability of Resources

1.1.1 SACC *Manual* clause A3005T (2010-08-16), Status and Availability of Resources

Signature of the authorized Representative

Date

Print Name

2.2 Education and Experience

2.2.1 SACC *Manual* clause A3010T (2010-08-16), Education and Experience

Signature of the authorized Representative

Date

Print Name

2.3 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services](#)



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Pension Continuation Act, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- c. name of former public servant;
- d. date of termination of employment or retirement from the Public Service.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Signature of the authorized Representative

Date

Print Name



**ATTACHMENT 1 TO PART 6
Templates to be completed – Security Requirements Information**

Section 1 – Security Information on the Bidder	
Name and address of bidder:	
Facility Security Clearance Certification and expiry date (Certificate to be provided)	

The following template **SHOULD** be completed for **EACH** proposed translator.

Section 2 - Security Information on the translator	
Name of proposed translator 1:	Supplier to Insert Data
Name of individual as it appears on security clearance application form	
Date of birth	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form (Copy of certificate to be provided)	
Name of Federal Government Department under which security clearance was obtained. If the Federal Government Department is other than PWGSC, provide the name, telephone and fax numbers of the security clearance contact person within that department	

Section 2 - Security Information on the translator	
Name of proposed translator 2:	Supplier to Insert Data
Name of individual as it appears on security clearance application form	
Date of birth	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form (Copy of certificate to be provided)	
Name of Federal Government Department under which security clearance was obtained. If the Federal Government Department is other than PWGSC, provide the name, telephone and fax numbers of the security clearance contact person within that department	



Section 2 - Security Information on the translator	
Name of proposed translator 3:	Supplier to Insert Data
Name of individual as it appears on security clearance application form	
Date of birth	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form (Copy of certificate to be provided)	
Name of Federal Government Department under which security clearance was obtained. If the Federal Government Department is other than PWGSC, provide the name, telephone and fax numbers of the security clearance contact person within that department	