

Statistics Statistique Canada Canada

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to:	Propositions aux:
Statistics Canada Distribution Centre MACS Bid Receiving Room 0702, Main Building 150 Tunney's Pasture Driveway Ottawa, Ontario K1A 0T6 ATTN: David Brazeau RFP # 1920-0013905	Le Centre de distribution de Statistique Canada SMC réception des soumissions Pièce 0702, Immeuble principal 150, promenade Tunney's Pasture Ottawa, Ontario K1A 0T6 ATTN: David Brazeau DP No. 1920-0013905

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).

Solicitation No – N° de l'invitation :
1920-0013905
Solicitation closes – L'invitation prend fin

At – à : 14 :00 EDT

On - le : March 19, 2015

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).

Title – Titre :

Date of Solicitation – Date de l'invitation:

March 3, 2015

Address inquiries to – Adresser toute demande de renseignements à:

david.brazeau@statcan.gc.ca

Area code and Telephone No. Code régional et N° de téléphone (613) 882-0156

Destination

Statistics Canada Materiel and Contracts Services Main Bldg, Room 1405 150 Tunney's Pasture Driveway Ottawa, Ontario K1A 0T6

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.

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

1.1 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, Financial and Other 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, Information Handling Security Requirements at Statistics Canada, Task Authorization Form (Translation Request) and any other annexes.

The Attachments include Attachment 4.1 to Part 4 – Bid Evaluation Criteria, Attachment 4.2 to Part 4 – Technical Criteria Templates, and Attachment 5.1 to Part 5 – Certifications.

1.2 Summary

Statistics Canada requires translation services from English into French and editing in French, with a translation capacity of 1,500 words per day. It is anticipated that up to 15 contracts will result from this solicitation. The contract period will be from Contract Award to March 31, 2016 with one (1) additional one-year option period.

There are security requirements 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 <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website".

As per the Integrity Provisions under section 01 of Standard In*structions* 2003 and 2004. Bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the *Supply Manual* for additional information on the Integrity Provisions.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

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

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, titled <u>Federal Contractors Program for Employment Equity - Certification</u>.

Statistics Canada will evaluate only one bid per bidder.

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

In the complete text content (except Section 1.0, Section 3.0, and Section 20):

Delete:	Public Works and Government Services Canada
Insert:	Statistics Canada

Delete: PWGSC Insert: StatCan

2.2 Submission of Bids

Bids must be submitted only to the Statistics Canada 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.

2.3 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 FPSs, 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.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the<u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 FPSs 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.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

2.4 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.

2.5 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.

2.6 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: (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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)

Section II: Financial Bid (1 hard copy and 1 soft copy on CD)

Section III: Certifications (1 hard copy and 1 soft copy on CD)

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 <u>Policy on Green</u> <u>Procurement</u> (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 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

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.1.3 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance:

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

3.1.3.2 The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Attachment 4.1 to Part 4 – Bid Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

See Attachment 4.1 to Part 4 – Bid Evaluation Criteria

4.1.2 Financial Evaluation

The financial evaluation will be conducted using the firm all-inclusive rates provided by the responsive bid(s), as per Annex B – Basis of Payment.

To establish the Total Evaluated Price for each Bidder, the following calculations will be applied:

The "number of words per hour" will be calculated by dividing the average number or words per day (as per the Statement of Work) by 7.5 hours. Therefore, the "average number of words per hour" will be **200** words (1,500 words per day divided by 7.5 hours = 200 words per hour).

For evaluation purposes, an estimated distribution of work was determined (using historical data). As such, a multiplying factor will be calculated by multiplying the weight of a certain service by 7.5 (this represents 7.5 hours in a day):

	Description of Services	Percentage of Estimated Distribution of Work	Weight (percentage x 7.5)
Initial Contract Period	Translation of text	45%	3.375
	Translation of changes and editing	4.5%	0.3375
	Special translation projects	0.5%	0.0375
Option Period 1	Translation of text	45%	3.375
	Translation of changes and editing	4.5%	0.3375
	Special translation projects	0.5%	0.0375

Step 1: The hourly rate for Translation of Text will be calculated by multiplying the Bidder's proposed rate per word by the average number of words per hour (200 words) for each contract period.

Step 2: The total rate for each service (column C of Step 2) will be calculated by multiplying the hourly rates (column A of Step 2) by the weight of the services (column B of Step 2). The sum of such rates will constitute the Total Evaluated Price for that Bidder.

Example:

The following is an example of the calculation of a Total Evaluated Price using the following fictional Basis of Payment

		Initial Contract Period	Option Period 1
Ref. #	Description of Services	(Contract Award to March 31, 2016) Firm, All-Inc	(April 1, 2016 to March 31, 2017) clusive Rate
1	Translation of texts in the contractor's fields of specialization. (Editing of pretranslated passages will be charged at 65% of this rate (regardless of the degree of similarity)).	\$0.315 per word	\$0.355 per word
2	Translation of changes made to a translated text when these changes are not indicated in the text, regardless of whether the translation was done by the contractor or by a third party. The contractor will collate the old version and the new version, clearly indicating all changes to the client. Editing of translated texts (With the exception of editing pretranslated passages) At the discretion of Statistics Canada, this same hourly rate may	\$75 per hour	\$80 per hour
3	also apply in other particular circumstances. Special translation and/or editing projects in Statistics Canada's offices, mainly in the National Capital Region.	\$75 per hour	\$80 per hour

Step 1:

200 words x Rate per Word 200 x \$0.315 = \$63 (Initial Contract Period) 200 x \$0.355 = \$71 (Option Period 1)

Step 2:

Ref No. Description of Services		Hourly Rates (\$)	Weight	Total (in Cdn \$) C = A x B
Initial Contract Period (Contract award to March 31, 2016)				
1.A	Translation of texts in the contractor's fields of specialization. (Editing of pretranslated passages will be charged at 65% of this rate (regardless of the degree of similarity)).	\$63	3.375	\$212.63

1.B	Translation of changes made to a translated text when these changes are not indicated in the text, regardless of whether the translation was done by the contractor or by a third party. The contractor will collate the old version and the new version, clearly indicating all changes to the client. Editing of translated texts (With the exception of editing pretranslated passages) At the discretion of Statistics Canada, this same hourly rate may also apply in other particular circumstances.	\$75	0.3375	\$25.31
1.C	Special translation and/or editing projects in Statistics Canada's offices, mainly in the National Capital Region.	\$75	0.0375	\$2.81
Optic	on Year 1 (April 1, 2016 to March 31, 2017)			
2.A	Translation of texts in the contractor's fields of specialization. (Editing of pretranslated passages will be charged at 65% of this rate (regardless of the degree of similarity)).	\$71	3.375	\$239.63
2.B	Translation of changes made to a translated text when these changes are not indicated in the text, regardless of whether the translation was done by the contractor or by a third party. The contractor will collate the old version and the new version, clearly indicating all changes to the client. Editing of translated texts (With the exception of editing pretranslated passages) At the discretion of Statistics Canada, this same hourly rate may also apply in other particular circumstances.	\$80	0.3375	\$27.00
2.C	Special translation and/or editing projects in Statistics Canada's offices, mainly in the National Capital Region.	\$80	0.0375	\$3.00
Total Evaluated Price (Sum of 1.A, 1.B, 1.C, 2.A, 2.B, 2.C)			\$510.38	

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

The following selection process will be conducted for each field of expertise:

- 1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum points for the technical evaluation criteria which are subject to point rating as follows:

Field of Expertise	Overall Minimum Points Required	Overall Maximum Points Available
Statistical surveys	42	70
Descriptive statistics	42	70
Agriculture	24	40
Demography	24	40
Economics	24	40
Geography and geomatics	24	40
Justice	24	40
Health	24	40
Environmental sciences	24	40
Social sciences	24	40
Theoretical statistics, econometrics, applied statitistics, and	24	40

mathematics		
Transportation	24	40
Federal administration	15	25
Finance	15	25
Management	15	25
Informatics and technology	15	25

- 2. Bids not meeting a) or b) or c) will be declared non-responsive.
- 3. The selection 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. A maximum of 15 contracts may be awarded in total as a result of this solicitation.
- 8. Where more than one contract is awarded, the amount of funding specified in the article titled "Limitation of Expenditure" will be equal for all resulting contracts.
- 9. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid(s) with the highest combined rating(s) of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.19
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27	45/45 x 30 = 30.00
Combin	ed Rating	84.18	73.15	77.19
Overa	II Rating	1st	3rd	2nd

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

ATTACHMENT 4.1 TO PART 4 - BID EVALUATION CRITERIA

Bidders are requested to include Attachment 4.2 to Part 4 – Technical Criteria Templates with their bids. It provides a common form in which Bidders can provide information required for evaluation. Using the form to provide this information is not mandatory, but it is recommended.

1) MANDATORY TECHNICAL CRITERIA

		Bidder's Response
MTC #	Mandatory Technical Criteria (MTC)	Proposal Page Number
MTC1	 The Bidder must propose one (1) translator and must provide a detailed and up-to-date résumé (the resumé should be no longer than five [5] pages) for the proposed translator. The résumé must include the following information for the translation projects completed: (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 can 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 field of the translated documents. 	
	If a Bidder proposes more than one (1) translator, only the first one (based on the order in which they are proposed) will be evaluated. The Bidder must demonstrate that the translator proposed in MTC1 has	
	at least three (3) years of experience, during the five (5) year period ending on the bid solicitation closing date, in the delivery of translation services from English into French and editing services in French in at least six (6) of the following sixteen (16) fields, for which Statistics Canada requires services:	
MTC2	 Statistical surveys Descriptive statistics Agriculture Demography Economics Geography and geomatics 	
	 Justice Health Environmental sciences Social sciences Theoretical statistics, econometrics, applied statistics and mathematics Transportation Federal administration Finance Management 	
	16. Informatics and technology The following information must be provided for the translation projects	

		Bidder's Response
MTC #	Mandatory Technical Criteria (MTC)	Proposal Page Number
	completed:	
	 (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 field of the translated documents. 	
	The Bidder must demonstrate that the translator proposed in MTC1:	
	 holds a bachelor's degree in translation by providing a copy of the degree OR 	
мтсз	 is a certified member of a Canadian provincial association of translators and interpreters by providing a copy of the certification, OR 	
MTCS	 has worked as a translator (as an employee or a supplier) for the Translation Bureau (Public Works and Government Services Canada) for at least five (5) years by providing proof that the proposed translator was employed by the Translation Bureau or had a contract with the Translation Bureau in their own name or as the owner of a sole proprietorship. 	
MTC4	The Bidder must demonstrate that their place of work is in Canada and that the proposed translator will work either at that place of work or elsewhere in Canada. Proof of the business address in Canada may be requested.	
MTC5	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.	

2) POINT-RATED TECHNICAL CRITERIA

Each field will be evaluated individually. The following chart identifies the overall minimum and maximum points that will be used for evaluation for each field:

Field of Expertise	Overall Minimum Points Required	Overall Maximum Points Available (PRTC1 + PRTC2 + PRTC3)
Statistical surveys	42	70
Descriptive statistics	42	70
Agriculture	24	40
Demography	24	40
Economics	24	40
Geography and geomatics	24	40
Justice	24	40
Health	24	40
Environmental sciences	24	40
Social sciences	24	40
Theoretical statistics, econometrics, applied statistics, and mathematics	24	40
Transportation	24	40
Federal administration	15	25
Finance	15	25
Management	15	25
Informatics and technology	15	25

		Bidder's Response	
PRTC #	Point-Rated Technical Criteria (PRTC)	Max. Points	Proposal Page Number
PRTC1	 The Bidder should provide the number of years of experience of the translator proposed in MTC1 in the delivery of translation services from English into French. Points will be awarded as follows: > 3 years of experience or less = 0 points > More than 3 years of experience = 1 point for each year of experience above the minimum of three (3) years, up to a maximum of 10 points. 	10	
PRTC2	 The Bidder should provide the average number of words translated per year, from English into French, by the translator proposed in MTC1 during the three (3) year period ending on the bid solicitation closing date. Points will be awarded as follows: Less than 100,000 words per year = 0 points 100,000 to 199,999 words per year = 3 points 200,000 to 299,999 words per year = 7 points 300,000 or more words per year = 10 points 	10	

		Bidder's	Response
PRTC #	Point-Rated Technical Criteria (PRTC)	Max. Points per field	Proposal Page Number
PRTC #	Point-Rated Technical Criteria (PRTC) The Bidder should demonstrate the number of years of experience of proposed in MTC1 in the delivery of translation services from Engliseach of the following fields: statistical surveys; descriptive statistics. Points will be awarded per relevant field, as follows: Less than 3 years = 0 points 3 to less than 6 years = 10 points 6 to less than 11 years = 20 points 11 to less than 14 years = 30 points 14 to less than 17 years = 40 points 17 years or more = 50 points Agriculture Demography Economics Geography and geomatics Justice Health Environmental sciences Social sciences Theoretical statistics, econometrics, applied statistics and mathematics Transportation Points will be awarded per relevant field, as follows: Transportation Points will be awarded per relevant field, as follows: Transportation 	Points per field of the translat	Page Number
	 Points will be awarded per relevant field, as follows: Less than 3 years = 0 points 3 to less than 6 years = 1 point 6 to less than 11 years = 2 points 11 to less than 14 years = 3 points 14 to less than 17 years = 4 points 17 years or more = 5 points 	5	

ATTACHMENT 4.2 TO PART 4 – TECHNICAL CRITERIA TEMPLATES

Bidders are requested to provide information by using the following templates.

<u>CRITERIA MTC2 AND PRTC3</u> Proposed Translator's Experience by Field

Experience				
A	В		C	D
Name of client	Name, telephone number and email address of the client's representative	Time period during which translation services were provided		Field of the translated documents
		From	То	
		"Month/year"	"Month/year"	

CRITERION MTC3

Education or Professional Accreditation

Surname and first name of the proposed translator	Independent (I), employee (E) or subcontractor (S)			Official document provided
	I	E	S	
1)				

CRITERION MTC4 AND MTC5

Office location and Name of Liaison Officer

Address of the Bidder's office in Canada:			
Name of Liaison Officer:			
Name of Proposed TranslatorPlace of work:Bidder's office (BO) or elsewhere in Canada (E)			
	во	E	
1)			

<u>CRITERION PRTC1</u> Proposed Translator's Overall Experience

Overall experience in providing translation services from English into French (without machine translation)					
A	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	То		
		"Month/year"	"Month/year"		

CRITERION PRTC2

Average number of words translated per year	
from English into French by the proposed translator	

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.

5.1 Certifications 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 specified will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Employment and Social Development Canada (ESDC) - Labour's</u> website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid " list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex <u>Federal Contractors Program</u> for <u>Employment Equity</u> - <u>Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Status and Availability of Resources

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

5.1.3.2 Education and Experience

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

ATTACHMENT 5.1 TO PART 5 - CERTIFICATIONS

Federal Contractors Program for Employment Equity

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

Date:_____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
- OR
 - A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature

Date

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 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 requirements 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 and document safeguarding must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 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.
- 3. For additional information on security requirements, bidders should refer to the <u>Industrial Security</u> <u>Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgcpwgsc.gc.ca/index-eng.html) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 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, Task Authorizations will be allocated in accordance with the following:

- a) At the time this series of contracts was awarded, each contractor was allocated an amount of funding as specified in the Limitation of Expenditure in respect of Task Authorizations based on the evaluation process described in the bid solicitation that resulted in the award of this series of contracts.
- b) Canada will use a rotational method to allocate the Task Authorizations, where the rotation is based on the field of expertise required.
- c) Canada will send the first draft Task Authorization to the first ranked contractor in the field of expertise required.
- d) 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 the second ranked contractor in the field of expertise required.
- e) 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.
- f) 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.

7.1.2 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization (Translation Request)" form specified in Annex E.
- 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 major activities or 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 two (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.

7.1.3 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$5,000.00, Applicable Taxes 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.

7.1.4 Task Authorization - Order of Ranking

(<u>To be completed at Contract Award</u>) contracts were awarded as a result of Statistics Canada bid solicitation number 1920-0013905. The contractors' order of ranking (for the qualified fields of the Contractor) is as follows:

Field:	
Ranking	Contractor Name
First	
Second	

(At contract award, additional lines and tables will be added contingent upon the results of the solicitation.)

7.1.5 Minimum Work Guarantee - All the Work - Task Authorizations

- 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%.
- 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.

7.1.6 Periodic Usage Reports - Contracts with Task Authorizations

- 1. The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.
- The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.
- The data must be submitted on a quarterly basis to the Contracting Authority. The quarterly periods are defined as follows: 1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; and 4th quarter: January 1 to March 31.

4. The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.1.7 Refusal of Task Authorizations

The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least five instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 1%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

- 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 Capability (DSC) 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, attached at Annex C;
 - b) Industrial Security Manual (Latest Edition)

7.3.2 Contractor's Site(s) or Premises Requiring Safeguarding Measures

7.3.2.1 The Contractor must diligently maintain up-to-date, the information related to the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

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

7.3.2.2 The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Contractor and individual(s) hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016, inclusive.

7.4.2 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 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David Brazeau Title: Coordinator Statistics Canada Corporate Support Services Division Address: 150 Tunney's Pasture Driveway, Ottawa, Ontario, K1A 0T6

Telephone: 613-882-0156 E-mail address: david.brazeau@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.

7.5.2 Project Authority

The Project Authority for the Contract is: (To be completed at Contract Award)

Name:			
Title:	_		
Organization:			
Address:		_	
Telephone:			_
Facsimile:			_
E-mail address:			

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.

7.5.3 Contractor's Representative

(To be completed at Contract Award)

7.6 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 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.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 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 \$ (To be completed at Contract Award). 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.

7.7.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

7.8 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. Each invoice must be supported by:
 - a) the translation request number, 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.
- 2. Invoices must be distributed as follows:
 - One (1) copy (paper or electronic) must be forwarded to the following address for certification and payment.

Financial and Administrative Services Division Statistics Canada RH Coats Bldg. (RHC7A) 100 Tunney's Pasture Driveway Ottawa, ON K1A 0T6 Email: financecounter@statcan.gc.ca

• One (1) copy (paper or electronic) must be forwarded to the Contracting Authority and the Project Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 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.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor (TBD)

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "<u>FCP Limited Eligibility to Bid</u>" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

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

7.11 **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), Canada to Own Intellectual Property Rights in Foreground Information
- c) the general conditions 2035 (2014-09-25), 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 for Statistics Canada;
- h) Annex E, Task Authorization Form (Translation Request);
- i) the signed Task Authorizations (including all of its annexes, if any);
- j) the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

7.12 Insurance

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

7.13 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 <u>boa.opo@boa.opo.gc.ca</u>.

7.14 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 <u>or</u> the contractor <u>or</u> 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 <u>boa.opo@boa.opo.gc.ca</u>.

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 to perform translation services from English into French and editing in French, with a translation capacity of 1,500 words per day. Statistics Canada requires translation and editing services in the fields pertaining to its activities, particularly those included in the following three groups:

Key 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. Economics
- 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 1,500 words per day.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks and Deliverables

On an as-and-when required basis, the contractor shall perform translation from English into French and editing^{*} in French, with a translation capacity of **1,500 words per day**.

This capacity of 1,500 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.) 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.

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, through a Task Authorization, 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.4.2 Specifications and standards

SW.4.2.1 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 completed translated 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.

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.

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

Statistics Canada uses encryption software to send and receive protected 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.4.2.2 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.4.2.3 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.4.2.4 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 Translation and Terminology Services administration (613-951-5737; translation/traduction@statcan.gc.ca); their call or message will be transferred to the quality control (QC) officer assigned to the request. These requests could be, for example, 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.4.2.5 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.4.2.6 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.

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.4.2.7 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.4.2.8 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.4.2.9 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.4.2.10 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 Location of work, work site and delivery point

The contractor's place of work must be in Canada and the proposed translator must work either at that place of work or elsewhere in Canada where the security provisions of the contract are upheld.

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

SW.5.4 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 only translation from English into French.

SW.5.5 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.5.6 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 email, 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.5.7 Directive on the Use of Deemed Employees

5.7.1 Legal Context

Sub-sections 5(2) and 5(3) of the *Statistics Act* make provision for the Minister to use the services of persons or contractors, as well as federal public servants, to carry out any function or perform work pursuant to the *Statistics Act*. Similarly, <u>section 10</u> of the *Statistics Act* allows for arrangements with the government of a province or territory to use provincial/territorial officers, or their contractors, to carry out any power or duty under the Act. These persons - contractors, federal public servants or provincial or territorial officers - are deemed to be employed under the *Statistics Act* while performing this service and, therefore, **will be subsequently referred to as "deemed employees" in this directive.**

Further, the mandate of Statistics Canada, as set out in section 3 of the *Statistics Act*, includes the requirement "to collaborate with departments of government (federal, provincial and territorial) in the collection, compilation and publication of statistical information". In fulfilling its mandate and in order to provide improved statistical support to departments for policy development, Statistics Canada may need to use the services of employees of those departments to carry out statistical work that requires access to protected information.

In all cases, as deemed employees of Statistics Canada, such individuals are subject to the same penalties under the Statistics Act as are all Statistics Canada

5.7.2 Policy Statement

Deemed employee (i.e.: person deemed to be an employee of Statistics Canada): Any person, not currently an employee of Statistics Canada, retained to provide a service to Statistics Canada pursuant to the *Statistics Act*, for which access to information protected by the *Statistics Act* is required in order to perform the stated service.

Before being granted deemed employee status and being provided access to protected information, individuals must:

- receive approval as specified in the appropriate category A to G;
- be granted security status from Departmental Security; (Section 3)
- sign the oath/affirmation of secrecy required by the Statistics Act; (Section 4)
- acknowledge in writing that they have read and understood: (Section 5)
 - subsection 17(1) and sections 30 and 34 of the Statistics Act

- documentation related to Statistics Canada policies, directives and practices as specified by the program (e.g., RDC Orientation Session and Researcher Guide)
- acknowledge in writing having received and read the Values and Ethics Code for the Public Sector, Statistics Canada's Code of Conduct and the Policy on Conflict of Interest and Post-Employment and disclose information by submitting a Confidential Report, if appropriate (Sections 4.3 and 5).

5.7.3 Oath/Affirmation of Secrecy

The <u>oath/affirmation of secrecy</u> pursuant to subsection 6(1) of the *Statistics Act* must be administered to individuals who are deemed to be employees before permitting access to protected information.

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

The oath/affirmation must be administered after each break in service of deemed employees or after 10 years of continuous access (i.e. for all new projects if there is no overlap in timing with a previous project for which the oath/affirmation was administered, or when security status renewal is required). One year plus a day after completion of a previous contract constitutes a break in service.

Directors are responsible for ensuring the oath/affirmation is re-administered after each break in service or after 10 years of continuous access.

"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 there under 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 all rules and instructions there under 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

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.

Ref. #	Description of Services	Initial Contract Period (Contract award to March 31, 2016) All-Inclus	Option Period 1 (April 1, 2016 to March 31, 2017) ive Rate
1	Translation of texts in the contractor's fields of specialization. (Editing of pretranslated passages will be charged at 65% of this rate (regardless of the degree of similarity)).	\$ per word	\$ per word
2	Translation of changes made to a translated text when these changes are not indicated in the text, regardless of whether the translation was done by the contractor or by a third party. The contractor will collate the old version and the new version, clearly indicating all changes to the client. Editing of translated texts (With the exception of editing pretranslated passages) At the discretion of Statistics Canada, this same hourly rate may also apply in other particular circumstances.	\$ per hour	\$ per hour
3	Special translation and/or editing projects in Statistics Canada's offices, mainly in the National Capital Region.	\$ per hour	\$ per hour

The above-mentioned rates will 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 contractor 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.

Special translation and/or editing projects are mainly projects for which the proposed translator would need to come and work in Statistics Canada's offices, for example to translate a protected document that the client wants to keep internally or to edit a text for which special expertise is needed.

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

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ANNEX "D"

INFORMATION HANDLING SECURITY REQUIREMENTS FOR STATISTICS CANADA

Definitions and Acronyms

Definitions

Classification of information:

Government information is classed based on its sensitivity as public, protected (A, B and C), and classified (Confidential, 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

Intended Audience: Contractors who will be performing translation services as per Annex A – Statement of work in the Request for Proposals.

1. INTRODUCTION

This document outlines IT 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) 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". This includes file encryption to standard AES 256 at a minimum for electronic data.

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. This includes facsimile and modem capable land lines.

Electronic devices with wireless connections must not be connected to any computer or network that processes or stores information.

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 CISD 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 and secret level information, and transmission must be restricted only to CISD approved recipients.

All information, including backups must be encrypted to a standard of not less than AES 256 in line with the above noted conditions.

Please note: Information classed as Protected B that is collected or designated under the Statistics Act must be treated as Sensitive Statistical Information (SSI).

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 protected 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.

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 protected information. 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. Logical access controls should be in place and include, account deletion on employee dismissal, password changes at 90 day intervals, password complexity to CSEC ITSG-33 guidelines.

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.

All software must be current and security patching up to date. Security patching and updates for the Operating System 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.

Regular definition updates for the antivirus program must be weekly, if not daily.

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).

Appendix A – References

TBS Canada - Policy on Government Security http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578

TBS Canada - Operational Security Standard: Management of Information Technology Security (MITS) <u>http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328§ion=text</u>

TBS Canada - Operational Security Standard on Physical Security http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=12329

CSEC – IT Security Directives http://www.cse-cst.gc.ca/its-sti/publications/itsd-dsti/index-eng.html

CSEC – IT Security Guidance http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/index-eng.html

CSEC - Government of Canada Policy for the Protection of Classified Information Using Suite B Algorithms http://www.cse-cst.gc.ca/its-sti/publications/itsb-bsti/itsb40a-eng.html

RCMP – Physical Security Publications http://www.rcmp-grc.gc.ca/physec-secmat/pubs/index-eng.htm

Statistics Canada – IT Security Policy http://icn-rci.statcan.ca/31/31a/31a_10c029-eng.htm

Statistics Canada – Directive on the Security of Sensitive Statistical Information http://icn-rci.statcan.ca/31/31b/31b_009-eng.htm

Appendix B – Contacts

DSO	Connie Graziadei	613 951-7081
ITSC	Mokhtar Boucheikhchoukh	613 793-3098
CPS	Jacques Thibodeau	613 951-8426
ISD	Common Service Desk	613 951-4357

ANNEX "E"

TASK AUTHORIZATION FORM (TRANSLATION REQUEST)

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