

#### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Health Canada / Santé Canada

Attn: Sami Nouh Email: <u>sami.nouh@canada.ca</u>

# REQUEST FOR STANDING OFFER DEMANDE DE OFFRE À COMMANDES

Proposal To: Health Canada

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

#### Proposition à: Santé Canada

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 biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

#### Instructions : See Herein Instructions: Voir aux présentes

#### Issuing Office – Bureau de distribution

Health Canada / Santé Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Solicitation No. – N° de l'invitation 1000211711	Date
Solicitation Closes at – L'invitation prend fin à 2:00PM on / le – June 24, 2019	Time Zone Fuseau horaire EDT
F.O.B F.A.B. Plant-Usine:	Other-Autre: 🗌
Address Enquiries to: - Adresser tou Name: Sami Nouh Email: <u>sami.nouh@canada.ca</u> Telephone – téléphone : 613-941-2102	
Destination – of Goods, Services, an Destination – des biens, services et o See Herein – Voir ici	d Construction:
Delivery required - Livraison exigée	
See Herein – Voir ici Vendor/firm Name and address	
	seur/de l'entrepreneur
Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone : Name and title of person authorized Vendor/firm Nom et titre de la personne autorisée fournisseur/de l'entrepreneur	to sign on behalf of
Telephone No. – N° de téléphone : Name and title of person authorized Vendor/firm	to sign on behalf of e à signer au nom du



# TABLE OF CONTENTS

PART 1	- Gl	ENERAL INFORMATION	. 4
	1.1	Introduction	4
	1.2	Summary	4
	1.3	Trade Agreements	5
	1.4	Comprehensive Land Claim Agreements	5
	1.5	Security Requirements	5
	1.6	Debriefings	5
PART 2	- 0	FEROR INSTRUCTIONS	. 6
	2.1	Standard Instructions, Clauses and Conditions	6
	2.2	Submission of Offers	6
	2.3	Former Public Servant	6
	2.4	Enquiries - Request for Standing Offers	7
	2.5	Applicable Laws	8
PART 3	- 0	FER PREPARATION INSTRUCTIONS	. 9
	3.1	Offer Preparation Instructions	9
PART 4	- E\	ALUATION PROCEDURES AND BASIS OF SELECTION	. 9
	4.1	Evaluation Procedures	10
	4.2	Financial Proposal	11
	4.3	Basis of Selection	12
PART 5	– C	ERTIFICATIONS AND ADDITIONAL INFORMATION	15
	5.1	Certifications Required with the Offer	15
	5.2	Certifications Precedent to the Issuance of a Standing Offer and Additional Information.	15
PART 6	- SE	ECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	16
	6.1	Security Requirements	16
	6.2	Insurance Requirements	16
PART 7	- S1	ANDING OFFER AND RESULTING CALL-UP CLAUSES	17
Α.		STANDING OFFER	17
	7.1	Offer	.17
	7.2	Security Requirements	17
	7.3	Additional Security Requirements	18
	7.4	Standard Clauses and Conditions	18

	7.5 Term of Standing Offer	
	7.6 Authorities	
	7.7 Proactive Disclosure of Contracts with Former Public Servants	19
	7.8 Identified Users	19
	7.9 Call-up Procedures	19
	7.10 Call-up Instrument and Procedures	20
	7.11 Limitation of Call-ups	21
	7.12 Financial Limitation	21
	7.13 Priority of Documents	21
	7.14 Certifications and Additional Information	22
	7.15 Applicable Laws	
в.	RESULTING CALL-UP CLAUSES	
	1.0 Statement of Work	23
:	2.0 Standard Clauses and Conditions	23
:	3.0 Term of Contract	23
	4.0 Proactive Disclosure of Contracts with Former Public Servants	23
:	5.0 Payment	23
(	6.0 Insurance	24
ANNEX A	A - STATEMENT OF WORK	
ANNEX E	B - BASIS OF PAYMENT	
ANNEX C	C - SECURITY REQUIREMENTS CHECK LIST – CATE	GORIES 1 AND 3 2
	D - IT SECURITY REQUIREMENTS (PROTECTED A AI	ND B) 5
ANNEX E	E - SECURITY REQUIREMENTS CHECK LIST – CATE	GORIES 2 AND 3 6
АТТАСН	HMENT 1 TO PART 3 OF THE REQUEST FOR STANDI	NG OFFERS 12

#### PART 1 - GENERAL INFORMATION

#### 1.1 INTRODUCTION

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Call-up Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any Call-up resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Security Requirement Checklists

#### 1.2 SUMMARY

In order to facilitate the fulfilment of its obligations in relation to the communication of health issues and matters of importance to the well-being of Canadians, and in accordance with the provisions of the *Official Languages Act*, Health Canada and Public Health Agency of Canada (HC/PHAC) require professional translation services from English-to-French and French-to-English, and are seeking to establish up to six (6) Standing Offers (SO's) covering translation services of English to French and French to English as well as editing and revision.

<u>**Translation**</u>: Transposition of a text (or presentation, spreadsheet, etc.) from French to English or English to French, taking into account the tone, style and terminology used by the writer.

<u>Editing and Revision</u>: Review and or edit of a text (or presentation, spreadsheet, etc.) taking into account the tone, style and terminology used by the writer

#### Language streams are:

- a) English to French translation;
- b) French to English translation.

Categories are:

<u>All categories include requirements at the general, no security level.</u> <u>General governmental documentation:</u> such as but not limited to: administrative guidelines, briefing materials, meeting minutes, financial analysis and reports, unclassified human resource materials and employees bulletins;

<u>1) Up to Protected A, B documentation</u>: such as but not limited to, studies, factsheets, methods, guides, proceedings and pamphlets concerning the physical and mental health of Canadians as well as the health and safety risks related to the sale and use of drugs, food, chemicals, pesticides, medical devices, infectious diseases, zoonotics, immunization, food-borne infections, chronic diseases, health security and certain consumer products, protection information related to employees. This category includes general documentation with no security requirements.

<u>2) Up to Classified documentation: Protected C, Confidential and Secret</u>: such as but not limited to, briefing notes to senior management, memos, submissions, protected information related to employees, PowerPoint presentations, policies and strategies. This category includes general documentation with no security requirements and classified documentation.

3) Editing and revision: All security levels: such as but not limited to, briefing notes to senior management, memos, submissions, protected information related to employees, PowerPoint presentations, policies and strategies, studies, factsheets, methods, guides, proceedings and pamphlets concerning the physical and mental health of Canadians as well as the health and safety risks related to the sale and use of drugs, food, chemicals, pesticides, medical devices, infectious diseases, zoonotics, immunization, food-borne infections, chronic diseases, health security and certain consumer products, protection information related to employees; administrative guidelines, briefing materials, meeting minutes, financial analysis and reports, unclassified human resource materials and employees bulletins.

# 1.3 TRADE AGREEMENTS

The requirement is not subject to the trade agreements as per the following dispositions: World Trade Organization Agreement on Government Procurement (WTO-AGP):Appendix I, Annex I, North American Free Trade Agreement (NAFTA): Chapter 10, , Canada - Chile Free Trade Agreement, Canada - Peru Free Trade Agreement: Annex, Canada-Colombia Free Trade Agreement Annex, and Canada Free Trade Agreement.

# 1.4 COMPREHENSIVE LAND CLAIM AGREEMENTS

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

# 1.5 SECURITY REQUIREMENTS

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Call-up Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Can*ada* (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

# 1.6 DEBRIEFINGS

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

# **PART 2 - OFFEROR INSTRUCTIONS**

#### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006</u> (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following changes:

At General Information, Delete all references to Public Works and Government Services Canada and/or PWGSC and insert "Health Canada/Public Health Agency of Canada."

At Clause 05.2 d and e: delete in their entirety and insert "Send its offer to Health Canada/Public Health Agency of Canada as specified herein."

Clause 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

At Clause 8: delete in its entirety and insert "Offers cannot be submitted by facsimile."

At Clause 20: delete 20.2 in its entirety.

#### 2.2 SUBMISSION OF OFFERS

Offers must be submitted only to <u>sami.nouh@canada.ca</u> by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

#### Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES INO I

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

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

By providing this information, Offerors agree that the successful Offeror'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 Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES \_\_ NO \_\_

If so, the Offeror 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 - REQUEST FOR STANDING OFFERS

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

# 2.5 APPLICABLE LAWS

The Standing Offer and any Call-up resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 3.1 OFFER PREPARATION INSTRUCTIONS

Canada requests that Offerors provide their offer in separate sections as follows:

- Section I: Technical Offer (one (1) electronic copy)
- Section II: Financial Offer (one (1) electronic copy)
- Section III: Certifications (one (1) electronic copy)

Section IV: Additional Information, Electronic Payment of Invoices, (one (1) electronic copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

(a) use a numbering system that corresponds to that of the Request for Standing Offers.

#### Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

#### Section IV: Additional Information

#### 3.1.2 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

**3.1.2.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites 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

**3.1.2.2** The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Offeror 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) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Offeror to meet any one (1) of the Mandatory Requirements shall result in the proposal being deemed non-compliant and ineligible for any further consideration or evaluation.

It is the responsibility of the Offeror to ensure that his/her Technical Proposal meets ALL of the Mandatory Requirements as outlined below.

# 4.1.1.1 Mandatory Technical Criteria

#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid <i>(indicate page #)</i>
	Firm: The Offeror must clearly identify each category and		
	language stream to which it is applying for below. (A minimum of one stream and category must be selected).		
MT1	Language Streams: A) English to French B) French to English		
	Categories: 1) Protected A and B 2) Classified 3) Editing and Revision		
	The Offeror <b>MUST</b> provide two (2) client references. The references <b>MUST</b> be within the last three (3) years. Please ensure that contact information is up-to-date and include information such as the Company Name, Name of a Contact Person, and email address and Phone Number.		
MT2	Both references provided must be able to attest to the quality and success of the work undertaken by the Offeror by providing the following responses:		
	The Offeror's experience in providing translation services in the language stream(s) and categories for which they are submitting offers.		
	The Offeror's ability to meet timelines.		
	The quality of the deliveries for services requested.		

	The Offeror must state that they have resources with the required experience and qualifications as follows:
	a) A valid Government of Canada Security Clearance for categories 1, 2 and 3;
	<ul> <li>b) Possess a degree in translation services or degree in a related discipline, from a Canadian University, or equivalent from a foreign institution, as determined by the Canadian Centre for International Credentials. http://www.cicic.ca/en/index.aspx</li> <li>c) a certification by the Canadian Translators and Interpreters Council (CTIC) or its provincial equivalent;</li> </ul>
	<ul> <li>d) Two (2) years of cumulative work experience in providing professional translation services within the past five (5) years.</li> </ul>
	Should resources not have the certification as stated in b), they must have a minimum of four (4) years of cumulative work experience in providing professional translation services in the last five (5) years.
MT4	The Offeror must be available to serve the regions identified in the Statement of Work article 2.2.1 including the irregular/after working hours identified in article 2.5.
	The Offeror must provide after-hours contact information in full.

# 4.1.1.2 Point Rated Criteria

ltem	Description	Rating Scale	Bidder's Score	Comments
RT1	In addition to M1, Bidders shall receive points as identified in the rating scale for the categories and language stream(s) they have submitted.	Minimum score: 20 pts Maximum score: 55 Language Stream English to French: 10 points French to English: 10 points 1) Protected A and B: 10 pts 2) Classified: 20 pts 3) Editing and Revision: 5 pts		
RT2	The Bidder should provide an attestation that they have resources specialized in medical type translation and editing services	10 points		

# 4.2 FINANCIAL PROPOSAL

Offerors meeting ALL Mandatory Requirements and obtained the minimum score in the point rated requirement RT1 shall be evaluated on the basis of their Financial Proposal. Offerors must submit, along with their Technical Proposal, a detailed Financial Proposal as indicated in Annex "B".

# 4.2.1 General Information

Offerors Must provide a regular and urgent per diem and per word rate for the initial Call-up period and for <u>ALL</u> three (3) optional periods for each of the stream (s) they have applied for.

#### 4.2.2 Per diem Rates:

For each category regular and urgent, Offerors must indicate their proposed all-inclusive per diem rate for translation and editing services based on a seven and a half (7.5) hour day.

#### 4.2.3 Word Rates

For each category, regular and urgent, Offerors must indicate their proposed all-inclusive translation and editing-per-word rates.

#### 4.3 BASIS OF SELECTION

#### 4.3.1 Lowest Price Per Point

- a) To be declared responsive, an offer must:
  - i. comply with all the requirements of the Request for Standing Offers;
  - ii. meet all mandatory technical evaluation criteria; and
  - iii. Obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 55 points
- b) Offers not meeting (i) or (ii) or (iii) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.

#### 4.3.2 Basis of awarding SOAs

Only the Offerors who have met the mandatory criteria and have received the minimum score or better shall be considered for award.

4.3.2.1 The price evaluation for responsive offers will be carried out as follows: Note to Offerors: Values indicated in the tables below are for example purposes only.

A total of six (6) standing offers will be awarded to the top six (6) ranked Offerors.

#### STEP 1:

An average per diem rate (regular and urgent) will be determined as follows:

	Initial SO	Option Year 1	Option Year 2	Option Year 3	Total
Bidder No. 1	period \$250.00	\$300.00	\$325.00	\$350.00	\$1,225
Bidder No. 2	\$260,00	\$310.00	\$320.00	\$360.00	\$1,250
Bidder No. 3	\$275.00	\$320.00	\$340.00	\$370.00	\$1,305

Per diem Rate - Regular

The average per diem rate (regular) will be established by dividing the total above by 4 as follows:

Bidder No. 1: 1,225 divided by 4 = \$306.25 average per diem rate Bidder No. 2: 1,250 divided by 4 = \$312.50 average per diem rate Bidder No. 3: 1,305 divided by 4 = \$326.25 average per diem rate

#### Per Diem Rate-Urgent

	Initial SO period	Option Year 1	Option Year 2	Option Year 3	Total
Bidder No. 1	\$300.00	\$330.00	\$340.00	\$350.00	\$1,320
Bidder No. 2	\$310.00	\$340.00	\$350.00	\$360.00	\$1,360

Bidder No. 3 \$320.00	\$350.00	\$360.00	\$370.00	\$1,400	
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The average per diem rate (urgent) will be established by dividing the total above by 4 as follows:

Bidder No. 1: 1,320 divided by 4 = 330 average per diem rate Bidder No. 2: 1,360 divided by 4 = 340 average per diem rate Bidder No. 3: 1,400 divided by 4 = 350 average per diem rate

The combined average per diem rate, regular and urgent, for evaluation purposes is:

Bidder No. 1: \$306.25 + \$330 = \$636.25/2 = \$318.13 Bidder No. 2: \$312.50 + \$340 = \$652.50/2 = \$326.25 Bidder No. 3: \$326.25 + \$350 = \$676.25/2 = \$338.13

#### STEP 2:

An average per word rate (regular and urgent) will be established as follows:

#### Per Word Rate (Regular)

	Initial SO	Option Year	Option Year	Option Year	Total
	period	1	2	3	
Bidder No.1	\$.50	\$.70	\$.80	\$.90	\$2.90
Bidder No.2	\$.55	\$.75	\$.85	\$.95	\$3.10
Bidder No.3	\$.60	\$.80	\$.90	\$1.00	\$3.30

The average per word rate (regular) will be established by dividing the total above by 4 as follows:

Bidder No. 1: \$2.90 divided by 4 = \$.725 average per word rate Bidder No. 2: \$3.10 divided by 4 = \$.775 average per word rate Bidder No. 3: \$3.30 divided by 4 = \$.825 average per word rate

Per Word Rate (Urgent)

	Initial SO period	Option Year	Option Year	Option Year	Total
Bidder No.1	\$.80	\$1.00	<u>-</u> \$1.10	\$1.20	\$4.10
Bidder No.2	\$.90	\$1.10	\$1.20	\$1.30	\$4.50
Bidder No.3	\$1.00	\$1.20	\$1.30	\$1.40	\$4.90

The average per word rate (urgent) will be established by dividing the total above by 4 as follows:

Bidder No. 1: 4.10 divided by 4 = 1.025 average per word rate Bidder No. 2: 4.50 divided by 4 = 1.125 average per word rate Bidder No. 3: 4.90 divided by 4 = 1.225 average per word rate

The combined average per word rate, regular and urgent rate is:

Bidder No. 1: \$.725 + \$1.025 = \$1.75/2 = \$.875 Bidder No. 2: \$.775 + \$1.125 = \$1.90/2 = \$.95 Bidder No. 3: \$.825 + \$1.225 = \$2.05/2 = \$1.025

The combined average per word rate (regular and urgent) will then be multiplied by 2,500 words to arrive at the final word rate cost to be used for evaluation purposes as follows:

Bidder No. 1: \$.875 x 2,500= \$2,187.50 Bidder No. 2: \$.95 x 2,500= \$2,375 Bidder No. 3: \$1.025 x 2,500= \$2,562.50

#### <u>STEP 3:</u>

The combined average per diem rate (regular and urgent) from step 1 above and the final word rate cost from step 2 above will be added together to determine each bidders total evaluation price as follows:

Bidder No.1: \$314.00 + \$2,125.00= \$2,439.00 Bidder No.2: \$321.00 + \$2,312.50 = \$2,633.50 Bidder No.3: \$332.50 + \$2,562.50= \$2,895.00

In this example, Bidder No.1 is the highest rated Offeror, Bidder No. 2 is the second highest rated Offeror and Bidder No. 2 is the third highest rated Offeror.

4.3.1.2 It is the intent of HC/PHAC to award Standing Offers to the top six (6) Offerors on a proportional basis. The ranking shall be established for an overall order of Offerors. The Offeror with the highest overall ranking will be awarded a more substantial proportion of the overall standing offer value. Call-ups shall be issued based on the methods detailed in section 7.9.

Proportional Allocation: Overall ranked Offeror #1: 35% Overall ranked Offeror #2: 25% Overall ranked Offeror #3: 20% Overall ranked Offeror #4: 15% Overall ranked Offeror #5: 10% Overall ranked Offeror #6: 5%

#### 4.3.1.3 Option Periods

For each option period, the values of the Standing Offers shall be increased by 25% of the initial Standing Offer value.

# PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a Offeror in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the Call-up period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

# 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER

Offerors must submit the following duly completed certifications as part of their offer.

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)</u>, the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

# 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

# 5.2.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

# 5.2.2 Federal Offerors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Offerors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website

(<u>http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_Offeror\_program.page?& ga=1.229006812.1158694905.1413548969</u>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "<u>FCP Limited</u> <u>Eligibility to Bid</u>" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

# 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

# 5.2.3.1 Status and Availability of Resources

M3020T (2016-01-28) Status of Availability of Resources - Offer

# 5.2.3.2 Education and Experience:

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

# 5.2.4 Additional Information:

# PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

#### 6.1 SECURITY REQUIREMENTS

- 1. At the Request for Standing Offers closing date, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A Standing Offer;

#### 6.2 INSURANCE REQUIREMENTS

G1005C (2016-01-28) Insurance – No Specific Requirement

# PART 7 - STANDING OFFER AND RESULTING CALL-UP CLAUSES

# A. STANDING OFFER

# 7.1 OFFER

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### 7.2 SECURITY REQUIREMENTS

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

There are various security requirements associated which may be required in a resulting Call-up against this Standing Offer. Please refer to Annexes C, D, E and F.

# 7.2.1 RELIABILITY STATUS (SRCL Annex C)

- The Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
- 3. The Offeror 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 Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) Industrial Security Manual (Latest Edition)

# OR

# 7.2.2 SECRET (SRCL Annex E)

- 1. The Offeror/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET with approved Document Safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Offeror/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET or RELIABILITY STATUS, as required, granted or approved by the CISD/PWGSC.
- The Offeror MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED/PROTECTED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Offeror/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex E;
- (b) Industrial Security Manual (Latest Edition).

#### OR

7.2.3 Call-ups for requirements that are not **PROTECTED/ CLASSIFIED** have no security requirement.

#### 7.3 ADDITIONAL SECURITY REQUIREMENTS

#### 7.3.1 Offeror Information

#### Document Safeguarding Capability (DSC)

This Capability is in addition to a supplier's Designated Organization Screening (DOS) or in addition to a supplier's Facility Site Clearance (FSC) - both of which entail the security screening of the organization's Company Security Officer and employees, and in certain cases, the Key Senior Officials. The DSC additionally assesses the physical security of the organization's facilities to ensure they meet the requirements for the safeguarding of government information (hardcopy or digital) and assets. A Document Safeguarding Capability issued by the Canadian Industrial Security Directorate will authorize the organization to possess and store PROTECTED (or Classified) information and assets at their facility.

Category 1 and 3

SRCL	Annex C
IT Security Requirements	Annex D

Category 2 and 3

SRCL	Annex E
IT Security Requirements	Annex F

#### 7.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

# 7.4.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

# 7.5 TERM OF STANDING OFFER

#### 7.5.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer issuance to June 30, 2022

#### 7.5.2 Extension of Standing Offer

The Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by up to three (3) additional one (1) year periods under the same conditions. The Offeror agrees that, during the extended period of the Standing Offer, 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 Offeror before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority, and will be evidenced for administrative purposes only, through a Call-up amendment.

# 7.6 AUTHORITIES

# 7.6.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sami Nouh

Title:	Senior Procurement Officer, Procurement and Contracting Health Canada/Public Health Agency of Canada
	Materiel and Asset Management Division
Directorate:	Financial Operations Directorate
Address:	200 Eglantine Driveway, Tunney's Pasture
	Ottawa, ON K1A 0K9
Telephone:	613-941-2102
E-mail address	: <u>sami.nouh@canada.ca</u>

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

# 7.6.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

# 7.6.3 Offeror's Representative

Name: Title: Address: Telephone: E-mail address:

# 7.6.4 Offeror's Authorized Personnel

The following personnel are authorized to provide services under this standing offer:

# 7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

# 7.8 IDENTIFIED USERS

The Identified Users authorized to make call-ups against the Standing Offer are: Health Canada and Public Health Agency of Canada HC/PHAC.

# 7.9 CALL-UP PROCEDURES

Call-ups may be awarded in the following methods:

# 7.9.1 Directed Method for requirements for specific single document/request

The Identified User may direct a call-up for single requirements, to Offerors qualified in the applicable classification, irrespective of the ranking (lowest to highest rate) of Offerors. The Identified User can send their call-up to any Qualified Offeror(s), and each call-up must clearly set out their requirements.

Call-ups can be directed to any Qualified Offeror Call-ups can be issued based on but not limited to the following factors:

- The language stream and category the work is requested under;
- The level of security clearance required to conduct the services; and
- The language in which the required services will be translated.

The Offeror shall acknowledge receipt of the call-up document within one (1) working day of receipt.

# 7.9.2 Blanket Call-up: Up to a maximum \$300,000 (including all applicable taxes)

HC/PHAC shall award Call-ups to any Offeror of their choice who meets the security and services required. Call-up can be issued for the length of the standing offer period and must not exceed \$300,000. Once an Offeror has reached the proportional limit within the period of the standing offer, no other call-up can be issued to that Offeror and clients must select another applicable supplier.

The Offeror shall acknowledge receipt of the call-up document within one (1) working day of receipt.

**7.9.3 For Urgent Request:** Should the Offeror be unable to perform the work requirement due to unavailability of resources or delivery schedule, the Offeror must notify the Project Authority in writing within thirty (30) minutes of being contacted.

Failure to provide written notification of availability within thirty (30) minutes of being contacted shall be interpreted as being unable to perform the service(s) and shall result in the in the Project Authority going to the another qualified Offeror.

#### 7.10 CALL-UP INSTRUMENT AND PROCEDURES

The Work will be confirmed by Identified User(s) using form Departmental 942 form "Call-up against a Standing Offer".

Texts will be sent to the Offerors and the completed work returned to the Call-up Authority either by electronic means (fax or e-mail), in person or by courier depending on the Security Level of the document or using the supplier's internal secured portal Return from the Offeror will be, at the expense of the Offerors (within agreed to deadlines of the request). In the case of lengthy texts or work requiring particular documentation, irrespective of Security Level, the Call-up Authority may deliver the text to the Offerors. The completed text shall be delivered via email, in hardcopy, or on USB or CD Rom(s) to an HC & PHAC address at the expense of the Sender, as indicated in the Call-Up against the Standing Offer or via the secured internal portal.

To the extent possible electronic forms of delivery and communication including email and teleconference calls will be used.

In the case of classified documents, the Offeror shall be required to pick up such documents either in person or by courier, at the address specified by the Call-up Authority and at the Offeror's own expense or using the supplier's secure portal. No reimbursement for such expenses shall be made by HC or PHAC.

#### 7.10.1 Policy on Acceptable Network and Device Use

Please refer to the Policy on Acceptable Network Device Use as set out on the Treasury Board Secretariat website www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27122

#### 7.10.2 The pick-up and delivery process shall conform to the following procedures:

The Call-up Authority shall send to the Offeror the document(s) and the reference material (if applicable) relevant to the request.

All requests shall contain, but is not limited to, all the relevant details/document specifications for processing the service request:

- a) the Call-up Authority and/or Project Authority's name;
- b) The Call-up number if a blanket call-up has been issued;
- c) The category/security level required;
- d) work completion date;
- e) the word count required to be translated/edited or revised;
- f) the nature of the text;
- g) the address where the text is to be returned.

Upon receipt of any individual request, the Offeror shall submit, in writing, any request to extend the deadline set by the Call-up Authority, along with its new proposed deadline. Upon receipt of the written request for an extension, the Call-up Authority shall confirm, in writing, its approval to the new deadline or indicate that the original deadline is firm.

The Call-up Authority shall indicate for each individual request whether or not the document for translation/editing or revision is to be delivered in instalments and the related conditions.

Offerors MUST provide electronic status updates when the status of the order changes.

HC/PHAC will contact the applicable Offerors to obtain an estimate of costs of the request and then, based on method selected for call-up awarded, either proceed with the request or enter into a Call-up with the Offeror, based on rates identified in the SOA.

It is understood and agreed that the Offeror will not commence any work until authorized in writing by the Project Authority or their delegate.

No costs incurred before receipt of a signed "Call-up Against a Standing Offer" from the Standing Offer and Project Authority, can be charged to any resulting SOA.

All deliverables and services rendered under this requirement are subject to inspection by the Project Authority. Should any deliverable not be to the satisfaction of the Project Authority, as submitted, the Project Authority shall have the right to reject it or require correction before payment shall be authorized.

All completed documents received from a Offeror after a pre-established deadline with the client may be subject to a reduction in the cost originally agreed to i.e. if a price was charged for an urgent requirement but the delivery of the work was after the agreed timeline.

If the quality of the work continues on an ongoing basis to be of unacceptable quality or late in delivery, HC/PHAC shall have the right, at its sole discretion, to cease the awarded Offeror(s) based on "Default" of the Offeror.

#### 7.11 LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed \$300,000.00 (Applicable Taxes included).

#### 7.12 FINANCIAL LIMITATION

The total cost to Canada resulting from call ups against the resulting Standing Offers must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

# 7.13 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the general conditions <u>2010B</u> (2018-06-21) General Conditions Professional Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List Streams 1 and 3;
- h) Annex D, IT Security Requirements;
- i) Annex E, Security Requirements Check List Streams 2 and 3;
- j) Annex F, IT Security Requirements;
- k) the Offeror's offer dated \_\_\_\_\_

# 7.14 CERTIFICATIONS AND ADDITIONAL INFORMATION

# 7.14.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting Call-up that would continue beyond the period of the SO.

# 7.15 APPLICABLE LAWS

The Standing Offer and any call-up resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

# B. RESULTING CALL-UP CLAUSES

The following clauses and conditions apply to and form part of any call-up resulting from the Standing Offer.

# 1.0 STATEMENT OF WORK

The Offeror must perform the Work described in the call-up against the Standing Offer.

# 2.0 STANDARD CLAUSES AND CONDITIONS

#### 2.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Call-up.

Section 15 Interest on Overdue Accounts, of <u>2010B (2018-06-21), General Conditions - Professional</u> <u>Services (Medium Complexity)</u> will not apply to payments made by credit cards.

# 3.0 TERM OF CONTRACT

# 3.1 Period of the Call-up

The period of work shall be in accordance with the call-up against the Standing Offer. Call-ups cannot be issued after the standing offer validity end period.

# 4.0 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 Offeror 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.

# 5.0 PAYMENT

# 5.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Offeror satisfactorily completing all of its obligations under the Call-up, the Offeror will be paid a firm unit price(s), as specified in Annex B in accordance with the call-up against the Standing Offer.

# 5.2 Limitation of Expenditure

- 1. Canada's total liability to the Offeror under the Call-up must not exceed the value indicated on the callup. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Offeror unless these design changes, modifications or interpretations have been approved, in writing, by the Call-up Authority before their incorporation into the Work. The Offeror must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Call-up Authority. The Offeror must notify the Project Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the Call-up expiry date, or
  - c. as soon as the Offeror considers that the Call-up funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate Call-up funds, the Offeror must provide to the Project Authority a written estimate for the additional funds required. Provision of such information by the Offeror does not increase Canada's liability.

# 5.3 Single Payment

H1000C (2008-05-12) Single Payment

# 5.4 Electronic Payment of Invoices – Call-up

The Offeror accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

#### 5.5 Invoicing Instructions

1. The Offeror 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. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the call-up;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the following address for certification and payment.

Invoices shall be submitted using one of the following methods which shall be identified in the call-up:

<u>E-mail:</u>	OR	<u>Regular Mail:</u>
hc.p2p.east.invoices- factures.est.sc@canada.ca and to the Call-up authority via email		Health Canada Select Accounting Operations East <u>– P2P Invoices</u> <u>Accounting Operations East Health Canada-Public</u> <u>Health Agency of Canada,2932 Baseline Road,</u>
<b>Note:</b> Attach "PDF" file. No other formats will be accepted		<u>Tower C, Ottawa, Ontario, K1A 0K9</u> <b>Note:</b> Use highest quality settings available.

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a call-up must be submitted on the Offeror's own form and shall bear the following reference numbers:

- a. Call-up number: (to be indicated on each individual Call-up)
- b. Reference: Standing Offer Number: XXXXXXXX

#### 6.0 INSURANCE

SACC Manual clause G1005C (2016-01-28) Insurance

# **ANNEX A - STATEMENT OF WORK**

# 1.0 Scope

# 1.1 Title

Translation Services for regular and urgent requirements, as-and-when required, for HC/PHAC.

# 1.2 Introduction

HC/PHAC have a requirement to establish Standing Offer Agreements (SOA) with individuals and/or firms capable of providing professional, high quality and expedient translation, editing and revision services for all its offices in the National Capital Region and all its regional offices throughout the nation with the exception of Yukon, Northwest Territories and Iqaluit.

# 1.3 Objectives of the Requirement

In order to facilitate the fulfilment of its obligations in relation to the communication of health issues and matters of importance to the well-being of Canadians, and in accordance with the provisions of the *Official Languages Act*, HC/PHAC require professional translation services from English-to-French and French-to-English, editing and revision services for a General, Reliability, Classified or Editing and Revision Category identified in Section 2.1, Tasks, Activities, Deliverables and Milestones.

# 1.4 History – Frequency Volumes

The demands and volume are often unpredictable and the length of texts can vary greatly.

The work may be spread out over working days of more than seven and a half (7.5) hours, as well as occasionally, on weekends and statutory holidays.

At various times during special projects undertaken by HC/PHAC, the volume of work may be considerably higher than normal. In view of the specialized nature of the work, the Offeror shall have backup resources with the same specialization and skills to respond to the higher volume of work when such volume cannot be sustained by one person.

# 1.7 Scope of Work

The successful Offerors will be expected to provide translation and editing/revision services as per the schedule shown in the table below. The expected delivery time is estimated per type of services, i.e. regular or urgent. The estimated delivery time provided can be lengthened by the Call-up Authority upon review of the graphical complexity/format of the original document.

# Table 2: Delivery Times

Notes: 1. Hours/Days means business hours/days (7.5 hrs).

2. Delivery times for formats other than standard word processing and spreadsheets will be negotiated case by case.

Type of Service	Less than 1,000 words	1,001 – 2,500 words	2,501 – 5,000 words	5,001 – 10,000 words	Over 10,000 words
REGULAR	up to 1 day	up to 2 days	up to 4 days	up to 6 days	Negotiable
Urgent	up to 3 hrs	up to 1 day	up to 2 days	up to 4 days	Negotiable

3. Alternate delivery times may be negotiated with the Call-up Authority.

Some services may require a team of resources working evenings or weekends. Some examples of services required on an urgent basis include external communications products dealing with HC/PHAC (press releases, speeches, brochures, manuals, forms, publicity, etc.).

# 2.0 Requirements

# 2.1 Tasks, Activities, Deliverables and Milestones

HC/PHAC requires the provision of professional translation, editing and revision services for two (2) language streams covering all security levels.

<u>**Translation**</u>: Transposition of a text (or presentation, spreadsheet, etc.) from French to English or English to French, taking into account the tone, style and terminology used by the writer.

**<u>Editing and Revision</u>**: Review and or edit of a text (or presentation, spreadsheet, etc.) taking into account the tone, style and terminology used by the writer

#### Language streams are:

- a) English to French;
- b) French to English.

#### **Categories are:**

1) Protected A, B documentation: such as but not limited to, studies, factsheets, methods, guides, proceedings and pamphlets concerning the physical and mental health of Canadians as well as the health and safety risks related to the sale and use of drugs, food, chemicals, pesticides, medical devices, infectious diseases, zoonotics, immunization, food-borne infections, chronic diseases, health security and certain consumer products, protection information related to employees

2) Classified documentation: Protected C, Confidential and Secret: As indicated in the SRCL. Classified documents: such as but not limited to, briefing notes to senior management, memos, submissions, protected information related to employees, PowerPoint presentations, policies and strategies.

3) Editing and revision: All security levels: such as but not limited to, briefing notes to senior management, memos, submissions, protected information related to employees, PowerPoint presentations, policies and strategies, studies, factsheets, methods, guides, proceedings and pamphlets concerning the physical and mental health of Canadians as well as the health and safety risks related to the sale and use of drugs, food, chemicals, pesticides, medical devices, infectious diseases, zoonotics, immunization, food-borne infections, chronic diseases, health security and certain consumer products, protection information related to employees; administrative guidelines, briefing materials, meeting minutes, financial analysis and reports, unclassified human resource materials and employees bulletins.

There is no category for unclassified documents. If a Call-up is issued for as and required services for any of the above categories, all security levels inferior to that category will be encompassed in the required services. Ex. A call-up for category 1 will include unclassified; a call-up for secret will include Protected A and B as well as unclassified; a call-up for category 3 will identify all the security levels required.

#### 2.2 Specifications and Standards

#### 2.2.1 Regions Served

It is anticipated that the majority of the work will originate from the National Capital Region. However, some of these services may originate from other regions of Canada where HC/PHAC have offices:

- Throughout Canada
- Ontario
- British Columbia
- Alberta
- Saskatchewan
- Manitoba
- Quebec
- Atlantic

Offerors providing services to the HC/PHAC locations in the East (Atlantic, Québec and Ontario Regions) will be available from 7:00 AM to 5:00 PM EST (or EDST) during normal working days. Offerors providing services to the HC/PHAC locations in the West (Manitoba, Saskatchewan and British Columbia) will be available from 7:00 AM to 5:00 PM MST (or MDST) during normal working days.

# 2.2.2 Quality Control

# Offerors must:

• Process all documents for translation and/or editing and revision within deadlines described

above in the table above. Services include the terminology research

- Ensure that all services are reviewed for quality.
- Ensure the consistency of large documents by limiting as far as is reasonable, the number of different Resources working on the same requirement and providing an overall review of the complete document to ensure a consistent level of quality;
- Ensure that the meaning of the translated version conforms to that of the original in all aspects including proper terminology.
- Whenever possible, assign the same resources to documents originating from the same divisions or branches.
- Ensure that the work is standardized and the terminology used is consistent when more than one resource is used.
- Ensure that the final version of the document has been submitted to spell check software and is free of orthographical error.

#### 2.2.3 Required Software, Format and Layout

The Offerors shall deliver the work in the format, style and layout of the original. Usually, texts will be provided in conventional word processing and spreadsheet formats. Examples of common programs and formats include Microsoft<sup>®</sup> (MS) Word, PowerPoint, Excel, WordPerfect, HTML, etc.

The Offerors shall also use virus detection and elimination systems and shall not use unauthorized codes in word processing, tables, etc. The Offerors agree to take the necessary measures to ensure the delivery of its translations on electronic media or systems free of viruses.

Conversions to or from other electronic formats (other than those specified by the Project Authority) shall not be accepted in any form. Consequently, it shall not be possible to convert from one type of system to another (for example, from a Macintosh to an IBM-compatible), or to save texts in an earlier or later version of one of the applications requested.

At all times, the Offeror shall use standard, commercially-available data compression software (i.e. PKZip, WinZip, etc.) to transmit lengthy texts.

#### 2.2.4 Supplies and Equipment

The Offerors shall supply all the necessary equipment, supplies, services, software and instruments to perform the work.

The Offerors must have access to a working fax machine and the Internet for receiving and transmitting texts.

#### 2.2.5 HC/PHAC Obligations

HC/PHAC, where possible, will provide previously translated text and/or other reference material related to the document to be translated, edited or revised. For each request, the Project Authority shall indicate the time, date and location for delivery of the completed work.

HC/PHAC will ensure that the appropriate subject matter experts are available to the Offeror to discuss and provide content, source, and/or reference material, as well as to facilitate cooperation with other HC/PHAC personnel as required.

HCPHAC will provide the Offeror with documentation and reference materials used in the preparation of the original text, including but not limited to: references, original quotations, source of quotations, terminology employed, and where required, access to the author (or this person's representative).

#### 2.3 Project Management Control Procedures

The Project Authority may be required to meet with the Offeror to review all written material submitted as deliverables, as specified in each request. The Project Authority shall provide comments to the Offeror indicating any changes required to the deliverable(s).

Meetings to review the deliverable(s) may be held at HC/PHAC facilities located within the National Capital Region (NCR) or take place via teleconference call or video conference. Required documents for discussion shall be provided by the Offeror to the Project Authority in advance of the meeting or vice versa.

Should the Offeror's personnel be considered unsuitable, and upon written notice from the Departmental Representative, the Offeror must provide suitable replacements. Failure to provide suitable replacements shall result in either the Call-Up or the SOA being terminated by the Contracting Authority.

The Offeror must provide the services of the personnel named in the SOA to perform the work, unless the Offeror is unable to-do-so for reasons beyond his/her control.

Should the Offeror at any time be unable to provide the services of the resource(s) named in the SOA, the Offeror shall be responsible for providing replacement personnel at the same cost who must be of similar or greater ability and attainment have the same security clearances and whom must be acceptable to the Departmental Representative.

In advance of the date upon which replacement resources are to commence work, the Offeror shall notify in writing the Departmental Representative of the reason for the unavailability of the resource(s) named in the SOA.

The Offeror shall then provide to the Departmental Representative the name(s) and an outline of the qualifications and experience of the proposed replacement resources in accordance with the procedures set out in clause 7.14.3, Replacement of Specific Individuals

#### 2.4 Ownership of Intellectual Property

The Crown will retain in perpetuity full ownership of the Intellectual Property pertaining to all original material. All Intellectual Property derived from the resultant Call-up including copyright in all new materials created pursuant to the Call-up shall vest in the Crown in accordance with Exception **6.5** of the Treasury Board Policy on Intellectual Property Arising under Crown, where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### 2.5 Offeror's Obligations

HC/PHAC's regular work periods are from 7:00 a.m. to 5:00 p.m., Monday to Friday (EST/EDT). Irrespective of regular work periods, the Offeror is required to be available for the delivery of professional translation services to HC/PHAC three hundred and sixty five (365) days a year. The Offeror must provide to the Departmental Representative all the necessary information to ensure access to his/her services outside regular work hours and during weekends and statutory holidays. The Offeror shall ensure that all deployed personnel are properly trained to fulfil their responsibilities. In addition, the Offeror is required to ensure that all of its assigned personnel are security cleared and that they are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

#### 2.6 Location of Work, Work Site and Delivery Point

The Offeror shall be responsible for providing his/her own work site.

It is not a requirement for Offeror's to possess a work facility within the NCR, however, Offerors must be available to meet at HC/PHAC's NCR facilities when needed. HC/PHAC will not be responsible for any travel or other associated costs incurred by the Offeror.

Due to existing workload and deadlines, all personnel assigned to any Call-Up issued against the SOA must be ready to work in close and frequent contact with the Project Authority or Departmental Representative and other departmental personnel.

#### 3.0 Language of Work

The Offeror shall be capable of correspondence with HC/PHAC in relation to the SOA in either or both Official Languages (English/French) of Canada. However, all deliverables shall be produced and delivered in the target language of the particular project/task, as specified within the request.

#### 4.0 Special Requirements

In regards to requirements relating to classified documents, the Offeror(s) must be able to pick-up and drop off (in person) documents which have been classified as Secret. Such documents cannot be sent by

electronic transmission. Should the Offeror have a secure portal for these submissions, they must ensure the client has the instructions on how to obtain an account.

#### 5.0 Travel and Living Expenses

There are no Travel and Living expenses associated with this requirement.

# 6.0 Applicable Documents and Glossary

# 6.1 Relevant Terms, Acronyms and Glossaries

- RFSO: Request for Standing Offer
- SOA: Standing Offer Agreement
- HC: Health Canada
- NCR: National Capital Region
- SOW: Statement of Work
- CIISD: Canadian and International Industrial Security Directorate
- PWGSC: Public Works and Government Services Canada

#### Word Count:

A word is defined as a contiguous series of letters.

Numbers that appear in the text are considered words and must also be translated/edited or reviewed

# **ANNEX B - BASIS OF PAYMENT**

# **Financial Offer**

Offerors Must provide a regular and urgent per word rate for the initial standing offer period and for <u>ALL</u> three (3) optional periods for each stream (s) and category (ies) they have applied for as per Mandatory Criteria #1 (M1). Offerors may submit for more than one stream and category.

The Offeror hereby offers to Health Canada and the Public Health Agency of Canada, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other things necessary to perform the work as described in the Statement of Work of the Request for Standing Offer and in accordance with the terms and conditions of the Request for Standing Offer, to the satisfaction of the Minister, or his authorized representative, for the following price(s):

Language stream (please check) A English to French B French to English

and

Category (please check)

- □ 1 Protected A and B Documents
- **2** Protected C, Confidential and Secret
- 3 Editing and Revisions Services
  - Maximum Security Level applicable:
    - Protected A and B Documents
    - □ Protected C, Confidential and Secret

# 1. Per Diem Rate for Regular Work Periods

Initial Standing Offer Period	Option Period 1	Option Period 2	Option Period 3
July 1, 2020 – June 30, 2022 July 1, 2022 – June 30, 2023		July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025
\$	\$	\$	\$

# 2. Per Diem Rate for Urgent Work Requests

Initial Standing Offer Period	Option Period 1	Option Period 2	Option Period 3
July 1, 2020 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025
\$	\$	\$	\$

# 3. Word Rate for Regular Work Periods

Initial Standing Offer Period	Option Period 1	Option Period 2	Option Period 3
July 1, 2020 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025
\$	\$	\$	\$

# 4. Word Rate for Urgent Work Requests

Initial Standing Offer Period	Option Period 1	Option Period 2	Option Period 3
July 1, 2020 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025
\$	\$	\$	\$

Proposed Per Diem Rates and Word Rates (for **EACH** labour category) shall be included in the resulting SOA and applicable for the duration of the SOA.

# ANNEX C - SECURITY REQUIREMENTS CHECK LIST – CATEGORIES 1 AND 3

Government Gouvernement du Canada		Contract Number / Numéro du contrat 1000211711
	S	ecurity Classification / Classification de sécurité UNLASSIFIED
LISTE DE VÉF	SECURITY REQUIREMENTS CHECK L	IST (SRCL) S À LA SÉCURITÉ (LVERS)
PART A - CONTRACT INFORMATION / PAR	TIE A - INFORMATION CONTRACTUELLE	
<ol> <li>Originaling Government Department or Org Ministère ou organisme gouvernemental de HEALTH CANADA / PUBLIC HEALT</li> </ol>	prigine	2. Branch or Directorate / Direction générale ou Direction CHIEF FINANCIAL OFFICER
<ol> <li>a) Subcontract Number / Numéro du contra</li> </ol>	at de sous-traitance 3. b) Name and Address	of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work - Brève description	n du travail	
To provide translation services on an as a 1 and 3.	and when required basis to Health Canada	and Public Health Agency of Canada for workstream
5. a) Will the supplier require access to Contro Le fournisseur aura-t-il accès à des mare	olled Goods? chandises contrôlées?	No Yon
	ssified military technical data subject to the provis	sions of the Technical Data Control
	nées techniques militaires non classifiées qui son techniques?	t assujetties aux dispositions du
6. Indicate the type of access required - Indiqu		
Le fournisseur ainsi que les employés au	ire access to PROTECTED and/or CLASSIFIED i uront-lls acces à des renseignements ou à des bi art in Question 7. c) e tableau qui se trouve à la question 7. c)	Information or assets? No
<ol> <li>b) Will the supplier and its employees (e.g. No access to PROTECTED and/or CLA)</li> </ol>	e tanieau qui se trouve a la question 7. c) cleaners, maintenance personnel) require acces: SSIFIED information or assets is permitted, ettoyeurs, personnel d'entrellen) auront-lis accès : biens PROTEGES etvou CLASSIFIES n'est pas a	s to restricted access areas? No Yon Son Yon Son Yon Son Yon Yon Yon Yon Yon Yon Yon Yon Yon Y
6. c) Is this a commercial courier or delivery r	equirement with no overnight storage?	
	e livraison commerciales sans entreposage de n supplier will be required to access / Indiquer le tyr	uit? Vion O ne d'information auquel le fournisseur devra avoir accès
Canada 🗸		Foreign / Étranger
7. b) Release restrictions / Restrictions relativ	es à la diffusion	
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
Not releasable		
Restricted to: / Limité à ;	Restricted to: / Limité à :	Restricted to: / Limité à :
Specify country(les): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information	n	
PROTECTED A PROTECE A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A
PROTECTED B STORE	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTEGÉ B
PROTECTED C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C D
	NATO SECRET	
SECRET	COSMIC TOP SECRET	SECRET
TOP SECRET		TOP SECRET TRÈS SECRET
TOP SECRET (SIGINT) TRES SECRET (SIGINT)	and the second second second second second	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)

Government of Canada Gouvernment du Canada	Contract Number / Numéro du contrat 1000211711
	Security Classification / Classification de sécurité UNLASSIFIED
<ul> <li>PART A (continued) / PARTIE A (suite)</li> <li>8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PR If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :</li> </ul>	n or assets? COTÉGÉS et/ou CLASSIFIÉS? No Ves Non Oui
<ol> <li>Will the supplier require access to extremely sensitive INFOSEC information or assets: Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature ex</li> </ol>	trêmement délicate? No Ves Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :	
Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) 10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du person	nnel requis
RELIABILITY STATUS	ECRET TOP SECRET
TOP SECRET - SIGINT NATO CONFIDENTIAL NATO CONFIDENTIAL NATO CONFIDENTIAL NATO CONFIDENTIAL	ATO SECRET COSMIC TOP SECRET ATO SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÉS AUX EMPLACEMENTE	
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide m REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de cla	ust be provided. assification de la sécurité doit être fourni.
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	Non Yes Oui
If Yes, will unscreened personnel be escorted: Dans l'affirmative, le personnel en question sera-l-il escorté?	No Yes Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURN	ISSEUR)
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED info premises? Le fournisseur sera-l-il tenu de recevoir et d'entreposer sur place des renseignements o CLASSIFIES?	
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Ves Non □ Yes
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED an equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation PROTÉGÉ et/ou CLASSIFIÉ?	Non L Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE D	E L'INFORMATION (TI)
11, d) Will the supplier be required to use its iT systems to electronically process, produce or s CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, p des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	LI Non LI Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government d Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et ce gouvernementale?	lepartment or agency? No Yes elui du ministère ou de l'agence Oui

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TBS/SCT 350-103 (2004/12)

Security Classification / Classification de sécurité UNLASSIFIED

Canadä

Government Gouvernment du Canada

Contract Number / Numéro du contrat 1000211711

Security Classification / Classification de sécurité UNLASSIFIED

-1001		

For users completing Dans le cas des utilis dans le tableau récaj	sateun	s qui	remp	olisse	nt le for			ART / TABL	EAU RÉCAP		TF						
Category Catégorie	PROTECTED		CLASSIFIED				NATO					COMSEC					
	A			Cont	fidential	Secret	Top Secret	NATO	NATO	NATO	COSMIC	Protected			Confidential	Secret	To
			1	Con	lidentiel	_Le	Très Secret	NATO Diffusion Restreinte	Confidential NATO Confidentiel	Secret	Top Secret COSMIC Très Secret	A	B	C	Confidentiel	v.	Sec Th Sec
Information / Assets Renseignements / Biens		$\checkmark$										$\Box$					
Production												$\square$					Г
IT Media Support TI		$\mathbf{\nabla}$		[													
IT Link Lien électronique		$\Box$	$\Box$									Π	Π	Π		$\overline{\Box}$	Г
	attack association is for . SEC e, class	hed t ciée a m by RET ssifie	to this à la p y ann with ar le p	s SRC réser otati Atta	CL be Pl ne LVE ng the f chment	ROTECT RS sera- top and ts).	n indiqu ED and t-elle PF bottom	iant le nive for CLASSIF ROTÉGÉE e in the area	entitled "Se	té dans FIÉE? curity C té dans	la case li lassificat	ion" :	and i	Class	ate with	No Non	
b) Will the document La documentation If Yes, classify th attachments (e.g Dans l'affirmative	attack association is for . SEC e, class	hed t ciée a m by RET ssifie	to this à la p y ann with ar le p	s SRC réser otati Atta	CL be Pl ne LVE ng the f chment	ROTECT RS sera- top and ts).	n indiqu ED and t-elle PF bottom	iant le nive for CLASSIF ROTÉGÉE e in the area	au de sécuri FIED? t/ou CLASSII entitled "Se au de sécuri	té dans FIÉE? curity C té dans	la case li lassificat	ion" :	and i	Class	ate with	Non L	
b) Will the document La documentation If Yes, classify th attachments (e.g Dans l'affirmative	attack association is for . SEC e, class	hed t ciée a m by RET ssifie	to this à la p y ann with ar le p	s SRC réser otati Atta	CL be Pl ne LVE ng the f chment	ROTECT RS sera- top and ts).	n indiqu ED and t-elle PF bottom	iant le nive for CLASSIF ROTÉGÉE e in the area	au de sécuri FIED? t/ou CLASSII entitled "Se au de sécuri	té dans FIÉE? curity C té dans	la case li lassificat	ion" :	and i	Class	ate with	Non L	
b) Will the document La documentation If Yes, classify th attachments (e.g Dans l'affirmative	attack association is for . SEC e, class	hed t ciée a m by RET ssifie	to this à la p y ann with ar le p	s SRC réser otati Atta	CL be Pl ne LVE ng the f chment	ROTECT RS sera- top and ts).	n indiqu ED and t-elle PF bottom	iant le nive for CLASSIF ROTÉGÉE e in the area	au de sécuri FIED? t/ou CLASSII entitled "Se au de sécuri	té dans FIÉE? curity C té dans	la case li lassificat	ion" :	and i	Class	ate with	Non L	
b) Will the document La documentation If Yes, classify th attachments (e.g Dans l'affirmative	attack association is for . SEC e, class	hed t ciée a m by RET ssifie	to this à la p y ann with ar le p	s SRC réser otati Atta	CL be Pl ne LVE ng the f chment	ROTECT RS sera- top and ts).	n indiqu ED and t-elle PF bottom	iant le nive for CLASSIF ROTÉGÉE e in the area	au de sécuri FIED? t/ou CLASSII entitled "Se au de sécuri	té dans FIÉE? curity C té dans	la case li lassificat	ion" :	and i	Class	ate with	Non L	
2. b) Will the document La documentation If Yes, classify th attachments (e.g Dans l'affirmative	attack association is for . SEC e, class	hed t ciée a m by RET ssifie	to this à la p y ann with ar le p	s SRC réser otati Atta	CL be Pl ne LVE ng the f chment	ROTECT RS sera- top and ts).	n indiqu ED and t-elle PF bottom	iant le nive for CLASSIF ROTÉGÉE e in the area	au de sécuri FIED? t/ou CLASSII entitled "Se au de sécuri	té dans FIÉE? curity C té dans	la case li lassificat	ion" :	and i	Class	ate with	Non L	
2. b) Will the document La documentation If Yes, classify th attachments (e.g Dans l'affirmative	attack association is for . SEC e, class	hed t ciée a m by RET ssifie	to this à la p y ann with ar le p	s SRC réser otati Atta	CL be Pl ne LVE ng the f chment	ROTECI RS sera top and (s). Iulaire ere et ind	n Indiqu TED and Leelle PF bottom n Indiqu iquer qu	ant le nive	au de sécuri FIED? t/ou CLASSII entitled "Se au de sécuri	té dans FIÉE? curity C té dans s (p. ex	la case li lassificat la case li .SECRET	ion" :	and i	Class	ate with	Non L	

# ANNEX D - IT SECURITY REQUIREMENTS (PROTECTED A AND B)

Security Requirements for Partners or Third Party Entities Accessing, Storing and/or Processing Protected B Electronic Information Originating from Health Canada or the Public Health Agency of Canada (HC/PHAC)

Information Technology Security (ITS) Requirements (Maximum Sensitivity Protected B)

All HC/PHAC partners and third party entities who are required to access, process and/or store sensitive information rated Protected B are required to agree to the following criteria and provide the required ITS configuration details of their systems and facilities to HC/PHAC IT Security.

#### **Mandatory Prerequisites**

1. Physical Security:

The physical premises must be inspected, certified and accredited to process and store designated information by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services (PWGSC). The HC/PHAC Departmental Security Officer's (DSO) office will validate the certification and notify the HC/PHAC IT Security Coordinator (ITSC).

A CISD Field Industrial Security Officer (FISO) will perform a biannual inspection to ensure that PWGSC certification is maintained for the premises.

2. Personnel Security:

All personnel who are granted access to Protected B information or provide administrative, support or maintenance services for the information technology infrastructure and/or its information assets shall possess a valid minimum enhanced reliability (Level I) security clearance as per Treasury Board Secretariat (TBS) Personnel Screening Standard.

3. Information Security:

All Government of Canada (GC) information must be handled in compliance with the PWGSC Industrial Security Manual (Chapter 5): http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/ch5/mnpltn-hndlng-eng.html.

#### Physical Transportation of Information: Physical transport of information must adhere to RCMP G1-009 "Transport and Transmittal of Protected and Classified Information": <u>http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/g1-009\_e.pdf</u>.

#### **IT-specific Security Requirements**

- 5. Must permit security inspection and verification of its information technology infrastructure by the GC if/when required.
- Must have an ITS program in place which employs the high-level administrative controls, concepts and risk management philosophies identified in TBS Operational Security Standard: Management of Information Technology Security (MITS): <u>http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&section=text</u>.
- Must employ the technical and process controls listed in the Communications Security Establishment Canada (CSEC) IT Security Guidance document ITSG-33 that are required to meet the PBMM (Protected B-Medium Availability-Medium Integrity) security profile: <u>http://www.cse-cst.gc.ca/documents/publications/itsg-csti/itsg33-ann4-1-eng.pdf</u>.

- 8. Network Connection or Data Transmission Security Requirements:
  - Connection/access to the HC/PHAC network (if required) must:
    - be made using a secure channel provided by Shared Services Canada (SSC), in accordance with technical and security requirements, as conveyed to the Third Party by SSC;
    - [ii] be approved by HC/PHAC ITS; and,
    - [iii] only be used for files containing Protected B information if the files are encrypted (i.e. end-to-end file encryption), regardless of whether the transmission method uses encryption.
  - Physical Transport of Digital Data (additional to RCMP requirements listed in item 4 above): Digital Files containing Protected B information must be encrypted during transport, either by encrypting the files before storing them on media, or by storing files on hardware-encrypted media.
- 9. Security Incident Reporting:

a)

All security incidents involving the compromise, unauthorized access and/or disclosure of information assets originating from HC/PHAC (regardless of severity) must be immediately reported to the HC/PHAC DSO and the HC/PHAC ITSC.

10. Additional controls (if required [e.g. when Availability or Integrity sensitivity is rated High]): N/A

# ANNEX E - SECURITY REQUIREMENTS CHECK LIST – CATEGORIES 2 AND 3

Government Gouvernement du Canada			Contract Number / Numéro du cor 1000211711A	
		· ·	Security Classification / Classification de UNLASSIFIED	e sécurité
LISTE DE VI	SECURITY REQUIR ERIFICATION DES EXIG		LIST (SRCL) ES À LA SÉCURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PA Originating Government Department or C Ministère ou organisme gouvernemental HEALTH CANADA / PUBLIC HEAL	organization d'origine		2. Branch or Directorate / Direction g CHIEF FINANCIAL OFFICER	énérale ou Direction
a) Subcontract Number / Numéro du con	trat de sous-traitance 3.	b) Name and Addres	ss of Subcontractor / Nom et adresse du	u sous-traitant
Brief Description of Work - Brève descript	ion du travail			
To provide translation services on an a and 3.	s and when required bas	s to Health Canada	a and Public Health Agency of Cana	ada for workstream
. a) Will the supplier require access to Cor	trolled Goods?			
Le fournisseur aura-t-il accès à des m b) Will the supplier require access to unc	archandises contrôlées?	ta subject to the prov	isions of the Technical Data Control	✓ Non _ Ou
Regulations? Le fournisseur aura-t-il accès à des do Règlement sur le contrôle des donnée	onnées techniques militaires			No Non O
Indicate the type of access required - Ind	1 1			
<ul> <li>a) Will the supplier and its employees red Le fournisseur ainsi que les employés (Specify the level of access using the (Préciser le niveau d'accès en utilisan)</li> </ul>	auront-ils accès à des rense chart in Question 7. c)	eignements ou à des	D information or assets? biens PROTÉGÉS et/ou CLASSIFIÉS?	
<ul> <li>b) Will the supplier and its employees (e. No access to PROTECTED and/or CL Le fournisseur et ses employés (p.ex. L'accès à des renseignements ou à dr</li> </ul>	g. cleaners, maintenance pe ASSIFIED information or as nettoyeurs, personnel d'entr	ersonnel) require acce sets is permitted. etien) auront-ils accè	s à des zones d'accès restreintes?	No Vi
<ul> <li>c) Is this a commercial courier or deliver S'agit-il d'un contrat de messagerie ou</li> </ul>	y requirement with no overn i de livraison commerciales	ght storage? sans entreposage de	nuit?	
a) Indicate the type of information that th Canada	e supplier will be required to NATO /		Foreign / Étranger	devra avoir accès
. b) Release restrictions / Restrictions rela			r orong in r changer	
lo release restrictions ucune restriction relative	All NATO countries Tous les pays de l'O		No release restrictions Aucune restriction relative à la diffusion	
lot releasable  ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limi		Restricted to: / Limité à :	
pecify country(ies): / Préciser le(s) pays :	Specify country(ies	): / Préciser le(s) pays	s : Specify country(ies): / Préc	iser le(s) pays :
. c) Level of Information / Niveau d'informa				1.0
ROTECTED A ROTEGE A	NATO UNCLASSIF		PROTECTED A PROTÉGÉ A	
ROTECTED B	NATO RESTRICTE NATO DIFFUSION		PROTECTED B PROTÉGÉ B	
ROTECTED C	NATO CONFIDENT NATO CONFIDENT		PROTECTED C PROTÉGÉ C	
	NATO SECRET NATO SECRET		CONFIDENTIAL	
ECRET	COSMIC TOP SEC COSMIC TRES SE		SECRET	
OP SECRET			TOP SECRET TRÈS SECRET	
OP SECRET (SIGINT) RES SECRET (SIGINT)			TOP SECRET (SIGINT) TRES SECRET (SIGINT)	
	Security Cla	ssification / Classification	and a second s	Canad

	Government	Gouvemement			Contract	Number / Nun	néro du contrat	
10	of Canada	du Canada			Contract	10002117		
					Security Class	ilication / Clas	sification de séc	urité
						011210011		
PARTA	(continued) I	PARTIE A (suite)						
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# ANNEX F - IT SECURITY REQUIREMENTS (PROTECTED C/SECRET)

Security Requirements for Partners or Third Party Entities Accessing, Storing and/or Processing Secret or Protected C Electronic Information Originating from Health Canada or the Public Health Agency of Canada (HC/PHAC)

Information Technology Security (ITS) Requirements (Maximum Sensitivity Secret/Protected C)

All HC/PHAC partners and third party entities who are required to access, process and/or store sensitive information rated Secret or Protected C (PC) are required to agree to the following criteria and provide the required ITS configuration details of their systems and facilities to HC/PHAC IT Security.

#### **Mandatory Prerequisites**

1. Physical Security:

The physical premises must be inspected, certified and accredited to process and store classified information by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services (PWGSC). The HC/PHAC's Departmental Security Officer's (DSO) office will validate the certification and notify the HC/PHAC IT Security Coordinator (ITSC).

A CISD Field Industrial Security Officer (FISO) will perform a biannual inspection to ensure that PWGSC certification is maintained for the premises.

2. Personnel Security:

All personnel who are granted access to Secret or Protected C information or provide administrative, support or maintenance services for the information technology infrastructure and/or its information assets shall possess a valid minimum SECRET (Level II) security clearance as per Treasury Board Secretariat (TBS) Personnel Screening Standard.

3. Information Security:

All Government of Canada (GC) information must be handled in compliance with the PWGSC Industrial Security Manual (Chapter 5): http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/ch5/mnpltn-hndlng-eng.html.

 Physical Transportation of Information: Physical transport of information must adhere to RCMP G1-009 "Transport and Transmittal of Protected and Classified Information": <u>http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/g1-009\_e.pdf</u>.

# **IT-specific Security Requirements**

- 5. Must permit security inspection and verification of its information technology infrastructure by the GC if/when required.
- Must have an ITS program in place which employs the high-level administrative controls, risk management concepts and philosophies identified in TBS Operational Security Standard: Management of Information Technology Security (MITS): <u>http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&section=text</u>.
- Must employ the technical and process controls listed in ITSG-33 that are required to meet the SecretMM (Secret-Medium Availability-Medium Integrity) security profile: <u>http://www.cse-cst.gc.ca/documents/publications/itsg-csti/itsg33-ann4-3-eng.pdf</u>.

- 8. Network Connection or Data Transmission Security Requirements:
  - Connection/access to the HC/PHAC network (if required) must:
    - be made using a secure channel provided by Shared Services Canada (SSC), in accordance with technical and security requirements, as conveyed to the Third Party by SSC.
    - [ii] be approved by HC/PHAC ITS.
    - [iii] only be used to transmit data with a sensitivity of Protected B or lower. Protected B files must be protected using end-to-end file encryption.
    - [iv] NOT be used to transmit Secret/PC data!
  - Physical Transport of Digital Data (additional to RCMP requirements listed in item 4 above): Digital Files containing Protected B information must be encrypted during transport, either by encrypting the files before storing them on media, or by storing files on hardware-encrypted media.
- 9. Security Incident Reporting:

a)

All security incidents involving the compromise, unauthorized access and/or disclosure of information assets originating from HC/PHAC (regardless of severity) must be immediately reported to the HC/PHAC DSO and the HC/PHAC ITSC.

10. Additional controls (as required [e.g. when Availability or Integrity sensitivity is rated High]): N/A

# ATTACHMENT 1 TO PART 3 OF THE REQUEST FOR STANDING OFFERS

# **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);