



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

Date of Solicitation – Date de l’invitation: 30 November 2022	
Address inquiries to – Adresser toute demande de renseignements à: statcan.macsbids-smcsoumissions.statcan@statcan.gc.ca	
Area code and Telephone No. Code régional et n° de téléphone (613) 548-1422	Facsimile No. N° de télécopieur N/A
Destination MACS BID – RECEIVING statcan.macsbids-smcsoumissions.statcan@statcan.gc.ca	

Instructions :
Municipal taxes are not applicable.

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

Instructions:
Les taxes municipales ne s'appliquent pas.

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

Delivery required – Livraison exigée	Proposed Class (A or B) – Classe proposée (A ou B):
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Facsimile No – N° de télécopieur : Telephone No – N° de téléphone :	
Signature	Date

Solicitation No – N° de l’invitation : J063414
Solicitation closes – L’invitation prend fin At – à : 14:00 EST / 14 h HNE On – le : January 13, 2023
Update – Mise à jour :

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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION, 4

1.1 INTRODUCTION.....4

1.2 SUMMARY4

1.3 DEBRIEFINGS.....5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....6

2.2 SUBMISSION OF BIDS.....6

2.3 FORMER PUBLIC SERVANT.....6

2.4 ENQUIRIES - BID SOLICITATION.....7

2.5 APPLICABLE LAWS.....8

2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY8

PART 3 - BID PREPARATION INSTRUCTIONS..... 9

3.1 BID PREPARATION INSTRUCTIONS9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 14

4.1 EVALUATION PROCEDURES.....14

4.2 BASIS OF SELECTION- HIGHEST COMBINED RATING OF TECHNICAL MERIT 70 % AND PRICE 30%15

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 44

5.1 CERTIFICATIONS REQUIRED WITH THE BID44

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION44

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS..... 48

6.1 SECURITY REQUIREMENTS48

PART 7 - RESULTING CONTRACT CLAUSES 49

7.1 STATEMENT OF WORK.....49

7.2 STANDARD CLAUSES AND CONDITIONS.....52

7.3 SECURITY REQUIREMENTS53

7.4 TERM OF CONTRACT54

7.5 AUTHORITIES54

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS55

7.7 PAYMENT55

7.8 INVOICING INSTRUCTIONS56

7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....56

7.10 APPLICABLE LAWS.....56

7.11 PRIORITY OF DOCUMENTS57

7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)57

7.13 INSURANCE REQUIREMENTS57

7.14 DISPUTE RESOLUTION SERVICES57

7.15 CONTRACT ADMINISTRATION57

ANNEX A – STATEMENT OF WORK 58

ANNEX B - BASIS OF PAYMENT 67

ANNEX C - SECURITY REQUIREMENTS CHECK LIST 69

ANNEX D – TASK AUTHORIZATION FORM 72



LIST OF ATTACHMENTS TO PART 3

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

LIST OF ATTACHMENTS TO PART 4

ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA

ATTACHMENT 2 TO PART 4 - TEMPLATES FOR TECHNICAL CRITERIA

LIST OF ATTACHMENTS TO PART 5

ATTACHMENT 1 TO PART 5 - ADDITIONAL CERTIFICATIONS



PART 1 - GENERAL INFORMATION,

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Task Authorization Form and any other annexes.

1.2 Summary

Statistics Canada requires translation and editing services from English to French as well as from French to English on an as required basis. The work will be carried out at the Contractor's premises and secured network and delivered to Statistics Canada.

Statistics Canada requires translation and editing services in the fields related to its activities, particularly in the following fields: statistical surveys; descriptive statistics; agriculture; economics; justice; health; environmental science, geography and geomatics; social science and demography; theoretical statistics, statistical methods, applied statistics, mathematics and data science; transportation; federal administration; finance; management; and information technology.

This requirement has been broken down into two (2) Classes as defined below. Up to seven (7) contracts may be awarded per Class A and five (5) for Class B. The amount of work per year per Class will be distributed between all resulting contracts as per Section E of 7.1.2.1 Task Authorization Process.

The annual requirement for **Class A** is estimated at 10,500,000 words of translation from English into French. This corresponds to an average of 7500 words per business day should the maximum number of contracts be awarded.

The annual requirement for **Class B** is estimated at 1,000,000 words of translation from French into English. This corresponds to an average of 1500 words per business day should the maximum number of contracts be awarded.

The period for each resulting contract will be from contract award (estimated April 1, 2023) to March 31, 2025, with two (3) additional one (1) year option periods.



There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website”.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the Federal Contractors Program for Employment Equity – Certification in Attachment 1 to Part 5- Additional Certifications.

1.3 Debriefings

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

The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by email at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): Delete "Public Works and Government Services Canada" and Insert "Statistics Canada". Delete "PWGSC" and Insert "StatCan"

2.2 Submission of Bids

Bids must be submitted only to Statistics Canada by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.



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

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

Statistics Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid: one (1) soft copy by e-mail in a “pdf” format;
- Section II: Financial Bid: one (1) soft copy by e-mail in a “pdf” format;
- Section III: Certifications: one (1) soft copy by e-mail in a “pdf” format.
- Section IV: Additional Information – one (1) soft copy by e-mail in a “pdf” format.

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

Bidders must submit one (1) separate bid per Class of work. Canada requests that the Bidder clearly identifies in the first pages of its bid which Class of work it is bidding on.

Bidders cannot propose the same translator for more than one (1) Class.

Section I: Technical Bid

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

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

Part 4, Evaluation Procedures and Basis of Selection, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Attachment 1 to Part 3 - Pricing Schedule.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person’s mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;



4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
 - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
 - 1) the name of the individual;
 - 2) the date of birth of the individual; and
 - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses;and
 - b) for each proposed location of work performance or document safeguarding, the address containing the information below:

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

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

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

The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and Proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below, its quoted all-inclusive fixed rates (in Can \$) for the Class of services identified in Annex A on which they are bidding.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the bid solicitation.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Rate Schedule - Class A				
Periods	Category of Services	A Estimated Volume	B Rates	C Estimated Total Price (AxB)
Initial Period (Contract award to March 31, 2025)	Translation, business days	2,500,000 words	firm per-word rate \$ _____	\$ _____
	Hourly work, business days	900 hours	Firm hourly rate \$ _____	\$ _____
	URGENT Translation	100,000 words	firm per-word rate \$ _____	\$ _____
	URGENT Hourly Work	100 hours	Firm hourly rate \$ _____	\$ _____
Option 1 (April 1, 2025 to March 31 2026)	Translation, business days	1,250,000 words	firm per-word rate \$ _____	\$ _____
	Hourly work, business days	450 hours	Firm hourly rate \$ _____	\$ _____
	URGENT Translation	50,000 words	firm per-word rate \$ _____	\$ _____
	URGENT Hourly Work	50 hours	Firm hourly rate \$ _____	\$ _____
Option 2 (April 1, 2026 to March 31 2027)	Translation, business days	1,250,000 words	firm per-word rate \$ _____	\$ _____
	Hourly work, business days	450 hours	Firm hourly rate \$ _____	\$ _____
	URGENT Translation	50,000 words	firm per-word rate \$ _____	\$ _____
	URGENT Hourly Work	50 hours	Firm hourly rate \$ _____	\$ _____
Option 3	Translation, business days	1,250,000 words	firm per-word rate \$ _____	\$ _____



(April 1, 2027 to March 31 2028)	Hourly work, business days	450 hours	Firm hourly rate \$ _____	\$ _____
	URGENT Translation	50,000 words	firm per-word rate \$ _____	\$ _____
	URGENT Hourly Work	50 hours	Firm hourly rate \$ _____	\$ _____
Total Evaluated Price				\$ _____
Rate Schedule - Class B				
Periods	Category of Services	A Estimated Volume	B Rates	C Estimated Total Price (AxB)
Initial Period (Contract award to March 31, 2025)	Translation, business days	350,000 words	firm per-word rate \$ _____	\$ _____
	Hourly work, business days	20 hours	Firm hourly rate \$ _____	\$ _____
	URGENT Translation	40,000 words	firm per-word rate \$ _____	\$ _____
	URGENT Hourly Work	5 hours	Firm hourly rate \$ _____	\$ _____
Option 1 (April 1, 2025 to March 31 2026)	Translation, business days	175,000 words	firm per-word rate \$ _____	\$ _____
	Hourly work, business days	10 hours	Firm hourly rate \$ _____	\$ _____
	URGENT Translation	20,000 words	firm per-word rate \$ _____	\$ _____
	URGENT Hourly Work	3 hours	Firm hourly rate \$ _____	\$ _____
Option 2 (April 1, 2026 to March 31 2027)	Translation, business days	175,000 words	firm per-word rate \$ _____	\$ _____
	Hourly work, business days	10 hours	Firm hourly rate \$ _____	\$ _____
	URGENT Translation	20,000 words	firm per-word rate \$ _____	\$ _____
	URGENT Hourly Work	3 hours	Firm hourly rate \$ _____	\$ _____
Option 3 (April 1, 2027 to March 31 2028)	Translation, business days	175,000 words	firm per-word rate \$ _____	\$ _____
	Hourly work, business days	10 hours	Firm hourly rate \$ _____	\$ _____
	URGENT Translation	20,000 words	firm per-word rate \$ _____	\$ _____



	URGENT Hourly Work	3 hours	Firm hourly rate \$ _____	\$ _____
Total Evaluated Price				\$ _____

For Classes A and B: *If the translation request includes pre-translated text to be edited, the rate for editing such text will be 65% of the firm prices above (regardless of the similarity of the matches).

URGENT requests are defined in Annex A – Statement of Work, article 6.0 ‘Definitions’



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
 - Contracts all signed by B; or
 - Contracts all signed by A and B in joint venture, or
 - Contracts signed by A and contracts signed by A and B in joint venture, or
 - Contracts signed by B and contracts signed by A and B in joint venture.
- that show in total 100 billable days.



d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.1.1.2 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2.3 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

For bid evaluation and Contractor selection purposes only, the total evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

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

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.00 (45).



Basis of Selection – Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.17	73.15	77.70
Overall Rating		1st	3rd	2nd

Award of multiple contracts

- a. The responsive bids will be ranked in descending order of combined rating per Class.
- b. Up to seven (7) contracts may be awarded to the Bidders with the highest combined rating for Class A and Up to five (5) contracts will be awarded to the Bidders with the highest combined rating for Class B.
- c. Each resulting contract per Class will be given the same funding for the initial contract period and the distribution of Task Authorizations (TAs) will be managed on a proportional basis.
- d. In the event of identical combined ratings occurring, then the bid with the highest Total Technical Score will be recommended for award.



ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

The Mandatory Criteria are divided on a per Class basis. Bidders are welcome to submit bids for both Class A and Class B but may not propose the same translator for more than one (1) Class.

Bidders must report the number of words translated without the use of machine translation.

If a Bidder proposes more than five (5) translators, only the first five (5) translators (based on the order in which they are proposed) will be evaluated for Class A and B.

Mandatory Technical Criteria (MTC) for Class A

Ref. No.	
MTC 1 Class A	<p><u>Bidder's overall experience</u></p> <p>The Bidder must demonstrate that they have acquired at least five (5) years of experience in providing English to French translation services by the Request for Proposals closing date.</p> <p>Complete Table A1: Bidder's overall experience (Attachment 2 of Part 4).</p> <p>StatCan reserved the right to ask for additional proof if required.</p>
MTC 2 Class A	<p><u>Number of words translated by the Bidder</u></p> <p>The Bidder must demonstrate that they have translated at least 5,000,000 words from English into French over the five (5) year period ending on the Request for Proposals closing date.</p> <p>Complete Table A2: Number of words translated by the Bidder (Attachment 2 of Part 4).</p> <p>To demonstrate this experience, the Bidder must provide the following information for all translation projects:</p> <ul style="list-style-type: none"> A. The client(s) to whom the translation services were provided; B. The name, telephone number and/or email address of the resource person who could confirm the information provided by the Bidder; C. The period that the translation services were provided (i.e., from (month/year) to (month/year)); D. The number of words translated from English into French during the period indicated in C.



<p>MTC 3 Class A</p>	<p><u>Bidder's proposed translators and education or certification</u></p> <p>The Bidder must propose five (5) English-to-French translators.</p> <p>Each of the five (5) proposed translators must:</p> <ul style="list-style-type: none">➤ hold a bachelor's degree in translation OR➤ be a certified member of a Canadian provincial translators' and interpreters' association OR➤ have worked as a translator for the Translation Bureau (TB), Public Services and Procurement Canada (PSPC), for at least five (5) years, as an employee or a supplier. <p>The Bidder must identify each proposed resources by name and provide a copy of the official document (diploma, certification or proof of employment or contract with the entity)</p> <p>Complete Table A3: Bidder's proposed translators and education or certification (At Attachment 2 of Part 4).</p>
<p>MTC 4 Class A</p>	<p><u>Experience and résumé of the proposed translators</u></p> <p>Each of the five (5) proposed translators must have translated at least 500,000 words, from English into French, during the five (5) year period ending on the Request for Proposals closing date, in at least nine (9) of the fields listed in section "SW.2.1 Fields of specialization related to Statistics Canada's activities" (Appendix A), including the two mandatory fields, statistical surveys and descriptive statistics (see descriptions in Section SW.2.1 Fields of specialization related to Statistics Canada's activities in the Statement of Work).</p> <p>To demonstrate the proposed translators' experience, the Bidder must provide:</p> <ul style="list-style-type: none">A. a detailed, up-to-date résumé (no longer than five [5] pages) for each of the five (5) proposed translatorsB. a breakdown of the experience including number of words per field of specialization in the previous five-year period.C. the main client(s) for that field (name of organization, name and email of resource person). The Bidder cannot use the same translation experience twice (i.e. if one project relates to many fields, the bidder can split the amount of words between the fields or input the total number of words under one single field only). <p>Complete Table A4: Proposed translators' experience, number of words per field in the past five years (At Attachment 2 of Part 4) for each of the five (5) proposed translators.</p>



MTC 5 Class A	<p><u>Office in Canada</u></p> <p>The Bidder must have at least one (1) office in Canada and all proposed resources (100%) (translators, coordinators and liaison officers) assigned to Statistics Canada's texts will work either in this office or elsewhere in Canada.</p> <p>Complete Table A5: Office in Canada (Attachment 2 of Part 4). Proof of the business address in Canada must be provided.</p>
MTC 6 Class A	<p><u>Liaison officer and coordinators</u></p> <p>The Bidder must provide the name of the Contractor's Representative who will act as a liaison officer between the Contractor's Contract Administrator and Statistics Canada's Project Authority. The Bidder will also provide the names of coordinators who will be processing the Statistics Canada translation requests.</p> <p>Complete Table A6: General information on the Bidder and liaison officer (Attachment 2 of Part 4).</p>



Mandatory technical criteria (MTC) for Class B

Ref. No.	
MTC 1 Class B	<p><u>Bidder's overall experience</u></p> <p>The Bidder must demonstrate that they have acquired at least five (5) years of experience in providing French to English translation services by the Request for Proposals closing date.</p> <p>Complete Table B1: Bidder's overall experience (Attachment 2 of Part 4).</p>
MTC 2 Class B	<p><u>Number of words translated by the Bidder</u></p> <p>The Bidder must demonstrate that they have translated at least 1,000,000 words from French into English over the five (5) year period ending on the Request for Proposals closing date.</p> <p>Complete Table B2: Number of words translated by the Bidder (Attachment 2 of Part 4).</p> <p>To demonstrate this experience, the Bidder must provide the following information for all translation projects completed:</p> <ul style="list-style-type: none">A. The client(s) to whom the translation services were provided;B. The name, telephone number and/or email address of the resource person who could confirm the information provided by the Bidder;C. The period that the translation services were provided (i.e., from (month/year) to (month/year));D. The number of words translated from French into English during the period indicated in C.



MTC 3 Class B	<p><u>Bidder's proposed translator and education or certification</u></p> <p>The Bidder must propose one (1) French-to-English translator.</p> <p>The proposed translator must:</p> <ul style="list-style-type: none">➤ hold a bachelor's degree in translation OR➤ be a certified member of a Canadian provincial translators' and interpreters' association OR➤ have worked as a translator for the Translation Bureau (TB), Public Services and Procurement Canada (PSPC), for at least five (5) years, as an employee or a supplier. <p>The Bidder must identify the proposed translator by name and provide a copy of the official document (diploma, certification or proof of employment or contract with the entity).</p> <p>Complete Table B3: Bidder's proposed translator and education or certification (Attachment 2 of Part 4)</p>
MTC 4 Class B	<p><u>Experience and résumé of the proposed translator</u></p> <p>The proposed translator must have translated at least 300,000 words, from French into English, over three (3) years during the five (5) year period ending on the Request for Proposals closing date, in at least eight (8) of the fields listed in section "SW.2.1 Fields of specialization related to Statistics Canada's activities" (Appendix A).</p> <p>To demonstrate the proposed translators' experience, the Bidder must provide:</p> <ul style="list-style-type: none">A. a detailed, up-to-date résumé (no longer than five [5] pages) for the proposed translatorsB. a breakdown of the experience, including the number of words per field of specialization in the previous five-year periodC. the main client(s) for that field (name of organization, name and email of resource person). The Bidder cannot use the same translation experience twice (i.e. if one project relates to many fields, the bidder can split the amount of words between the fields or input the total number of words under one single field only). <p>Complete Table B4: Proposed translators' experience, number of words per field in the past five years (At Attachment 2 of Part 4).</p>
MTC 5 Class B	<p><u>Office in Canada</u></p> <p>The Bidder must have their office in Canada and all of the resources assigned to Statistics Canada's contract (translators and liaison officers) will work either in this office or elsewhere in Canada. An attestation/written statement stating the bidder is compliant is required with the bid submission.</p> <p>Complete Table B5: Office in Canada (Attachment 2 of Part 4). Proof of the business address in Canada may be requested, as required.</p>



MTC 6 Class B	<p><u>Liaison officer</u></p> <p>The Bidder must provide the name of the Contractor's Representative who will act as a liaison officer between the Contractor's Contract Administrator and Statistics Canada's Project Authority. For Class B, the name of the liaison officer can be the name of the freelance translator. The Bidder will also provide the names of coordinators, if any, who will be processing the Statistics Canada translation requests.</p> <p>Complete Table B6: General information about the Bidder and liaison officer (Attachment 2 of Part 4).</p>
--------------------------	--



Point Rated Technical Criteria

Bids which meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The point-rated criteria are divided on a per class basis as follows.

Class	Minimum Points Required	Maximum Points Available
Class A	228	390
Class B	215	330

Bidders must report the number of words translated without the use of machine translation, such as Google Translate.

Point-rated Technical Criteria (PRTC) for Class A

Ref. No.	Point-rated Technical Criteria (PRTC) for Class A
PRTC 1 Class A	<p><u>Bidder's overall experience</u></p> <p>The Bidder demonstrates the number of years of experience the Bidder has in providing English to French translation services.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> ➤ More than 5 years to 6 years of experience = 3 points ➤ More than 6 years to 8 years of experience = 5 points ➤ More than 8 years to 10 years of experience = 7 points ➤ More than 10 years of experience = 10 points <p>Complete Table A1: Bidder's overall experience (Attachment 2 of Part 4).</p> <p>To demonstrate this experience, the Bidder must provide the following information for all translation projects completed:</p> <ol style="list-style-type: none"> A. The Client(s) to whom the translation services were provided; B. The name, telephone number and/or email address of the resource person who could confirm the information provided by the Bidder; C. The period that the translation services were provided (i.e., from (month/year) to (month/year)). <p>A maximum of 10 points will be awarded for this criterion.</p>



<p>PRTC 2 Class A</p>	<p><u>Number of words translated by the Bidder</u></p> <p>The Bidder demonstrates the number of words translated by the Bidder, from English into French, over the five (5) year period ending on the Request for Proposals closing date.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none">➤ More than 5 million up to 8 million words = 3 points➤ More than 8 million up to 10 million words = 5 points➤ More than 10 million up to 12 million words = 7 points➤ More than 12 million words = 10 points <p>Complete Table A2: Number of words translated by the Bidder (Attachment 2 of Part 4).</p> <p>To demonstrate this experience, the Bidder must provide the following information for all translation projects completed:</p> <ul style="list-style-type: none">A. The client(s) to whom the translation services were provided;B. The name, telephone number and/or email address of the resource person who could confirm the information provided by the Bidder;C. The period that the translation services were provided (i.e., from (month/year) to (month/year));D. The number of words translated from English into French during the period indicated in C. <p>A maximum of 10 points will be awarded for this criterion.</p>
----------------------------------	--



<p>PRTC 3 Class A</p>	<p>Bidder's capacity</p> <p>Quality management, respecting deadlines and back-up plan – The Bidder clearly describes how they ensure the quality of the work, including the quality control procedure for translations. The Bidder also describes: (i) how they manage an excessive volume of work and/or urgent jobs, and; (ii) their back-up plan in the event of technical or mechanical problems.</p> <p>Points for quality management (10 points) will be awarded cumulatively as follows:</p> <ul style="list-style-type: none">➤ Diagram and organizational chart showing the hierarchy of editors, translators = 1 point➤ Request intake and workflow that includes quality assurance processes = 1 point➤ Terminology management and validation processes = 2 points➤ Vetting or post-editing processes for any computer-assisted translation or machine translation outputs = 2 points➤ ISO certification for translation services = 2 points➤ Procedures to account for client feedback, style and preferences = 2 points <p>Points for respecting deadlines / back-up plan (10 points) will be awarded cumulatively as follows:</p> <ul style="list-style-type: none">➤ Management of tight deadlines or urgent requests and missed deadlines = 3 points➤ Contingency or business continuity plan = 4 points<ul style="list-style-type: none">○ Plans for processing unclassified documents during a system outage○ Plans for processing classified documents during a system outage○ Delivery plans during a system outage○ Severe weather contingency plans○ Resumption of activities➤ Ensuring the availability of sufficient resources = 2 points➤ After-hours number or point of contact = 1 point <p>A maximum of 20 points will be awarded for this criterion.</p>
----------------------------------	--



<p>PRTC 4 Class A</p>	<p>Number of Statistics Canada fields of specialization covered by the Bidder's proposed translators</p> <p>The Bidder demonstrates their overall coverage of Statistics Canada's main fields of specialization (as covered by their proposed translators in MTC 3) over the five (5) year period ending on the Request for Proposals closing date.</p> <p>The main fields are: agriculture; economics; justice; health; environmental science, geography and geomatics; social science and demography; theoretical statistics, statistical methods, applied statistics, mathematics and data science; and transportation.</p> <p>Complete Table A4: Proposed translators' experience, number of words per field in the past five years (At Attachment 2 of Part 4) for each of the proposed translators.</p> <p>Points will be awarded based on the bidder's overall coverage of the eight (8) main fields. Points will be awarded per field, as follows:</p> <ul style="list-style-type: none">➤ Main field not covered by a translator = 0 points➤ Main field covered by 1 translator = 1 point➤ Main field covered by 2 translators = 2 points➤ Main field covered by 3 translators = 3 points➤ Main field covered by 4 translators = 4 points➤ Main field covered by 5 translators = 5 points <p>A maximum of 40 points will be awarded.</p>
----------------------------------	---



<p>PRTC 5 Class A</p>	<p><u>Number of words translated by the proposed translators – Mandatory fields</u></p> <p>The Bidder demonstrates the number of words translated, from English into French, by each of the five (5) translators proposed in MTC 3 over the five (5) year period ending on the Request for Proposals closing date in the following two (2) mandatory fields:</p> <ul style="list-style-type: none">➤ statistical surveys➤ descriptive statistics <p>The information must be provided in each translator's résumé as specified in MTC 4 Experience and résumé of the proposed translators. The Bidder cannot use the same translation experience twice (i.e. if one project relates to many fields, the bidder can split the amount of words between the fields or input the total number of words under one single field).</p> <p>Points will be awarded per translator, per field, as follows:</p> <ul style="list-style-type: none">➤ 14,999 words translated or less = 5 points➤ 15,000 to 19,999 words translated = 10 points➤ 20,000 to 24,999 words translated = 15 points➤ 25,000 to 29,999 words translated = 20 points➤ 30,000 or more words translated = 25 points <p>A maximum of 50 points will be awarded per translator.</p> <p>Note:</p> <ol style="list-style-type: none">1. An initial score will be calculated for each translator for each relevant field based on the information in each résumé. The total score of the five (5) translators will be divided by five (5) to determine the Bidder's average score for this criterion. <p>A maximum of 50 points will be awarded for this criterion.</p>
----------------------------------	---



<p>PRTC 6 Class A</p>	<p><u>Number of words translated by the proposed translators – Main fields</u></p> <p>The Bidder should demonstrate the number of words translated, from English into French, by each of the five (5) translators proposed in MTC 3 over the five (5) year period ending on the Request for Proposals closing date in at least five (5) of the following eight (8) fields:</p> <ol style="list-style-type: none"> 1. agriculture 2. economics 3. justice 4. health 5. environmental sciences, geography and geomatics 6. social science and demography 7. theoretical statistics, statistical methods, applied statistics, mathematics and data science 8. transportation <p>The information must be provided in each translator’s résumé, as specified in MTC 4 Experience and résumé of the proposed translators. The Bidder cannot use the same translation experience twice (i.e. if one project relates to many fields, the bidder can split the amount of words between the fields or input the total number of words under one single field).</p> <p>Points will be awarded per translator, per field, as follows:</p> <ul style="list-style-type: none"> ➤ 9,999 words translated or less = 5 points ➤ 10,000 to 14,999 words translated = 10 points ➤ 15,000 to 19,999 words translated = 15 points ➤ 20,000 to 24,999 words translated = 20 points ➤ 25,000 or more words translated = 25 points <p>A maximum of 200 points will be awarded per translator.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. An initial score will be calculated for each translator for each relevant field based on the information in each résumé. The total score of the five (5) translators will be divided by five (5) to determine the Bidder’s average score for this criterion. <p>A maximum of 200 points will be awarded for this criterion.</p>
<p>PRTC 7 Class A</p>	<p><u>Number of words translated by the proposed translators – Secondary fields</u></p> <p>The Bidder should demonstrate the number of words translated, from English into French, by each of the five (5) translators proposed in MTC 3 over the five (5) year period ending on the Request for Proposals closing date in at least two (2) of the following four (4) fields:</p> <ol style="list-style-type: none"> 1. federal administration 2. finance 3. management 4. informatics and technology



The information must be provided in each translator's résumé, as specified in MTC 4 Experience and résumé of the proposed translators. The Bidder cannot use the same translation experience twice (i.e. if one project relates to many fields, the bidder can split the amount of words between the fields or input the total number of words under one single field).

Points will be awarded per translator, per relevant field, as follows:

- 9,999 words translated or less = 5 points
- 10,000 to 14,999 words translated = 8 points
- 15,000 to 19,999 words translated = 11 points
- 20,000 or more words translated = 15 points

A maximum of 60 points will be awarded per translator.

Note:

1. An initial score will be calculated for each translator for each relevant field based on the information in each résumé. The total score of the five (5) translators will be divided by five (5) to determine the Bidder's average score for this criterion.

A maximum of 60 points will be awarded for this criterion.



Point-rated Technical Criteria (PRTC) for Class B

Ref. No.	Point-rated Technical Criteria (PRTC) for Class B
<p>PRTC 1 Class B</p>	<p><u>Bidder's overall experience</u></p> <p>The Bidder demonstrates the number of years of experience the Bidder has in providing French to English translation services.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> ➤ More than 5 years to 6 years of experience = 3 points ➤ More than 6 years to 8 years of experience = 5 points ➤ More than 8 years to 10 years of experience = 7 points ➤ More than 10 years of experience = 10 points <p>Complete Table B1: Bidder's overall experience (Attachment 2 of Part 4).</p> <p>To demonstrate this experience, the Bidder must provide the following information for all translation projects completed:</p> <ul style="list-style-type: none"> A. The client(s) to whom the translation services were provided; B. The name, telephone number and/or email address of the resource person who could confirm the information provided by the Bidder; C. The period that the translation services were provided (i.e., from (month/year) to (month/year)). <p>A maximum of 10 points will be awarded for this criterion.</p>



<p>PRTC 2 Class B</p>	<p><u>Number of words translated by the Bidder</u></p> <p>The Bidder demonstrates the number of words translated by the Bidder, from French into English, over the five (5) year period ending on the Request for Proposals closing date.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none">➤ 1 million to 1.5 million words = 3 points➤ More than 1.5 million to 2 million words = 5 points➤ More than 2 million to 2.5 million words = 7 points➤ More than 2.5 million words = 10 points <p>Complete Table B2: Number of words translated by the Bidder (Attachment 2 of Part 4).</p> <p>To demonstrate this experience, the Bidder must provide the following information for all translation projects completed over the five (5) year period in question:</p> <ul style="list-style-type: none">A. The client(s) to whom the translation services were provided;B. The name, telephone number and email address of the client's representative who could confirm the information provided;C. The period that the translation services were provided (i.e., from (month/year) to (month/year));D. The number of words translated from French into English during the period indicated in C. <p>A maximum of 10 points will be awarded for this criterion.</p>
----------------------------------	--



PRTC 3
Class B

Bidder's capacity

Quality management, respecting deadlines and back-up plan – The Bidder clearly describes how they ensure the quality of the work, including the quality control procedure for translations. The Bidder also describes: (i) how they manage an excessive volume of work and/or urgent jobs, and; (ii) their back-up plan in the event of technical or mechanical problems.

Points for quality management (10 points) will be awarded cumulatively as follows:

- Diagram and organizational chart showing the hierarchy of editors, translators = 1 point
- Request intake and workflow that includes quality assurance processes = 1 point
- Terminology management and validation processes = 2 points
- Vetting or post-editing processes for any computer-assisted translation or machine translation outputs = 2 points
- ISO certification for translation services = 2 points
- Procedures to account for client feedback, style and preferences = 2 points

Points for respecting deadlines / back-up plan (10 points) will be awarded cumulatively as follows:

- Management of tight deadlines or urgent requests and missed deadlines = 3 points
- Contingency or business continuity plan = 4 points
 - Plans for processing unclassified documents during a system outage
 - Plans for processing classified documents during a system outage
 - Delivery plans during a system outage
 - Severe weather contingency plans
 - Resumption of activities
- Ensuring the availability of sufficient resources = 2 points
- After-hours number or point of contact = 1 point

A maximum of 20 points will be awarded for this criterion.



<p>PRTC 4 Class B</p>	<p><u>Number of words translated by the proposed translator – Main fields</u></p> <p>The Bidder demonstrates the number of words translated, from French into English, by the translator proposed in MTC 3 over the five (5) year period ending on the Request for Proposals closing date, in at least five (5) of the following eight (8) fields:</p> <ol style="list-style-type: none">1. federal administration2. management3. social science and demography4. statistical surveys5. descriptive statistics6. economics7. justice8. theoretical statistics, statistical methods, applied statistics, mathematics and data science <p>The information must be provided in the translator's résumé, as specified in MTC 4 Experience and résumé of the proposed translator. The Bidder cannot use the same translation experience twice (i.e. if one project relates to many fields, the bidder can split the amount of words between the fields or input the total number of words under one single field).</p> <p>Points will be awarded per field, as follows:</p> <ul style="list-style-type: none">➤ 9,999 words translated or less = 5 points➤ 10,000 to 14,999 words translated = 10 points➤ 15,000 to 19,999 words translated = 15 points➤ 20,000 to 24,999 words translated = 20 points➤ 25,000 or more words translated = 25 points <p>A maximum of 200 points will be awarded for this criterion.</p>
<p>PRTC 5 Class B</p>	<p><u>Number of words translated by the proposed translator – Secondary fields</u></p> <p>The Bidder should demonstrate the number of words translated, from French into English, by the translator proposed in MTC 3 over the five (5) year period ending on the Request for Proposals closing date, in at least three (3) of the following six (6) fields:</p> <ol style="list-style-type: none">1. agriculture2. environmental sciences, geography and geomatics3. finance4. health5. informatics and technology6. transportation <p>The information must be provided in the translator's résumé, as specified in MTC 4 Experience and résumé of the proposed translator. The Bidder cannot use the same translation experience twice (i.e. if one project relates to many fields, the bidder can split the amount of words between the fields or input the total number of words under one single field).</p>



Points will be awarded per field, as follows:

- 9,999 words translated or less = 5 points
- 10,000 to 14,999 words translated = 8 points
- 15,000 to 19,999 words translated = 11 points
- 20,000 or more words translated = 15 points

A maximum of 90 points will be awarded for this criterion.



ATTACHMENT 2 TO PART 4 – TEMPLATES FOR TECHNICAL CRITERIA

Templates for Class A

**TABLE A1: BIDDER'S OVERALL EXPERIENCE
MTC 1 AND PRTC 1, CLASS A**

Experience in providing English to French translation services (no machine translation)			
Name of Business	Name, phone number and email address of business	From (month/year)	To (month/year)

**TABLE A2: NUMBER OF WORDS TRANSLATED BY THE BIDDER
MTC 2 AND PRTC 2, CLASS A**

Number of words translated by the Bidder in the past 5 years (no machine translation)				
Name of client	Name, phone number and email address of the client's representative	Period that the translation services were provided (past 5 years only)		Number of words translated from English into French over the five-year period indicated
		From (month/year)	To (month/year)	



**TABLE A3: BIDDER'S PROPOSED TRANSLATORS AND EDUCATION OR CERTIFICATION
MTC 3, CLASS A**

(Please include the proof of education or certification with the translators' résumés)

First and last name of proposed translators	Employee (E) or subcontractor (S)		Indicate the official document provided (diploma, certification, or proof of employment or contract with the TB)
	E	S	
1)			
2)			
3)			
4)			
5)			



**TABLE A4: PROPOSED TRANSLATOR'S EXPERIENCE, NUMBER OF WORDS PER FIELD IN THE PAST 5 YEARS
MTC 4, PRTC 4, 5, 6 and 7, CLASS A**

Translator Name: <i>(Please fill out a separate table for each of the proposed translator)</i>				
	Number of words	Period (past 5 years only)		Main clients (organization, name and email address of resource person)
		From (month/year)	To (month/year)	
Mandatory fields – number of words translated (PRTC 5)				
Statistical surveys				
Descriptive statistics				
Main fields – number of words translated (PRTC 4, PRTC 6)				
Agriculture				
Economics				
Justice				
Health				
Environmental science, geography and geomatics				
Social science and demography				
Theoretical statistics, Econometrics, applied statistics, mathematics and data science				
Transportation				
Secondary fields – number of words translated (PRTC 7)				
Federal administration				
Finance				
Management				
Information technology				
Total, number of words translated (MTC 4)				



TABLE A5: OFFICE IN CANADA
MTC 5, CLASS A

Address of the Bidder's office in Canada:		
First and last names of the proposed translators assigned to translate Statistics Canada texts	<u>Workplace:</u> Bidder's office in Canada (CAN) or elsewhere in Canada (E)	
	(CAN)	(E)
1)		
2)		
3)		
4)		
5)		



**TABLE A6: GENERAL INFORMATION ON THE BIDDER AND LIAISON OFFICER
MTC 6, CLASS A**

Name or business name and business address		Business Number – supply or GST number	
Telephone number		Address of the office where most translators assigned to Statistics Canada texts will be working	
Fax number			
Email address			
The Bidder must provide the name of the liaison officer, who will act as an intermediary between the person administrating the contract on behalf of the entrepreneur and Statistics Canada’s Project Authority.			
Name of liaison officer			
Mailing address			
Telephone number			
Fax number			
Email address			
The Bidder will also provide the names of coordinators, <u>if any</u> , who will be processing the Statistics Canada translation requests.			
Name of coordinator 1			
Name of coordinator 2			
Name of coordinator 3			



Templates for Class B

**TABLE B1: BIDDER'S OVERALL EXPERIENCE
MTC 1 AND PRTC 1, CLASS B**

Experience in providing French to English translation services (no machine translation)			
Name of business	Name, phone number and email address of the client's representative	From (month/year)	To (month/year)

**TABLE B2: NUMBER OF WORDS TRANSLATED BY THE BIDDER
MTC 2 AND PRTC 2, CLASS B**

Number of words translated by the Bidder in the past 5 years (no machine translation)				
Name of client	Name, phone number and email address of the client's representative	Period that the translation services were provided (past 5 years only)		Number of words translated, from French into English, during the five-year period indicated
		From (month/year)	To (month/year)	

**TABLE B3: BIDDER'S PROPOSED TRANSLATOR AND EDUCATION OR CERTIFICATION
MTC 3, CLASS B**

(Please include the proof of education or certification with the translator's résumé.)

First and last name of proposed translator	Employee (E) or subcontractor (S)		Indicate which official document is provided (diploma, certification, or proof of employment or contract with the TB)
	E	S	
1)			



**TABLE B4: PROPOSED TRANSLATOR'S EXPERIENCE, NUMBER OF WORDS PER FIELD IN THE PAST 5 YEARS
MTC 4, PRTC 4 and PRTC 5**

Translator Name:				
	Number of words	Period (past 5 years only)		Main clients (organization, name and email address of resource person)
		From (month/year)	To (month/year)	
Main fields – number of words translated (PRTC 4)				
Federal administration				
Management				
Social science and demography				
Statistical surveys				
Descriptive statistics				
Economics				
Justice				
Theoretical statistics, Econometrics, applied statistics, mathematics and data science				
Secondary fields – number of words translated (PRTC 5)				
Agriculture				
Environmental science, geography and geomatics				
Finance				
Health				
Information technology				
Transportation				
Total, number of words translated (MTC 4)				



TABLE B5: OFFICE IN CANADA
MTC 5, CLASS B

Address of the Bidder's office in Canada:		
First and last name of the proposed translator assigned to translate Statistics Canada texts	<u>Workplace:</u> Bidder's office in Canada (CAN) or elsewhere in Canada (E)	
	(CAN)	(E)
1)		



**TABLE B6: GENERAL INFORMATION ON THE BIDDER AND LIAISON OFFICER
MTC 6, CLASS B**

Name or business name and business address	Business Number – supply or GST number
Telephone number	Address of the office where the translator assigned to Statistics Canada texts will be working
Fax number	
Email address	
The Bidder must provide the name of the liaison officer, who will act as an intermediary between the person administrating the contract on behalf of the entrepreneur and Statistics Canada's Project Authority. (For Class C, the liaison officer can be the freelance translator.)	
Name of liaison officer	
Mailing address	
Telephone number	
Fax number	
Email address	
The Bidder will also provide the names of coordinators, if any, who will be processing the Statistics Canada translation requests.	
Name of coordinator 1	
Name of coordinator 2	
Name of coordinator 3	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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



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

5.2.3 Additional Certifications Precedent to Contract Award

Refer to Attachment 1 to Part 5, Additional Certifications

5.2.3.1 Status and Availability of Resources

SACC *Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience



ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS

1) Federal Contractors Program for Employment Equity- Certification

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
 - A2. The Bidder certifies being a public sector employer.
 - A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
 - A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



2) Status and Availability of Resources

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

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

3) Education and Experience

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



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

A. Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis."

B. With respect to the Work mentioned under paragraph A of this clause,

1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D Task Authorization Form. An authorized TA is a completed Annex D signed or approved in writing by the TA Authority.

C. TA Authority and Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$25,000.00, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations, not being exceeded.

E. Multiple contracts

As more than one contract has been awarded for each Class specified in the Statement of Work, in Annex A, a request to perform a task will be sent in accordance with paragraph F of this clause to a Contractor determined by the Project Authority and in consideration of the proportional basis of selection



defined below. If the Contractor confirms in writing that it is unable to perform the task, the TA will be forwarded to another Contractor until one is able to perform the task. If no Contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A Contractor may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more than one authorized TA and no request to perform a task will be sent to that contractor until that Contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

X (**to be inserted at contract award**) contracts were awarded as a result of bid solicitation number **J063414** for Classes A and B specified in the Statement of Work, in Annex A.

The Contractors' awarded contracts are as follows:

For class A:

For class B:

Managing proportional basis of selection

Canada has awarded X (**to be inserted at contract award**) contracts for Class A and X for Class B. Each contract per Class has been awarded an equal percentage of the total budget amount for that Class.

Subject to operational requirements and on a best effort basis, Canada will attempt to respect a + or – 20% distribution of work between all contracts awarded in the same Class. On a bi-annual basis, the Contracting Authority and the Project Authority will conduct a review to determine if the proportions are being respected and Contractors may be advised of any deviations.

F. TA Process

1. For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D, Task Authorization Form, containing as a minimum:
 - I. the task or revised task description of the Work required, including:
 - a) the details of the activities or revised activities to be performed;
 - b) a description of the deliverables or revised deliverables to be submitted; and
 - c) a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
 - II. the Contract security requirements applicable to the task or revised task;
 - III. the Contract basis of payment applicable to the task or revised task; and
2. Within two (2) hours of its receipt of the request, the Contractor must provide the Project Authority with a dated email reply to the TA form received from the Project Authority, containing as a minimum:
 - i. the confirmation that the task or revised task will be performed as stated and in accordance with Annex B, Basis of Payment; and
 - ii. for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract:
 - a) the name of the proposed resource;
 - b) the resume of the proposed resource; and
 - c) a demonstration that the proposed resource meets the Contract security requirements.



G. TA Authorization

1. The TA Authority will authorize the TA based on:
 - i. the request submitted to the Contractor pursuant to paragraph F of this clause;
 - ii. the Contractor's response received, submitted pursuant to paragraph F of this clause; and
 - iii. the agreed total estimated cost for performing the task or, as applicable, revised task
2. The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph F of this clause.
3. The authorized TA will be issued to the Contractor by email.

H. Minimum Work Guarantee - All the Work - Task Authorizations

In this clause,

1. "**Maximum Contract Value**" means the sum specified in the "Limitation of Expenditure" set out in the contract
2. "**Minimum Contract Value**" means 5% of the Maximum Contract Value.
3. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 4 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
4. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
5. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

I. Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.
2. The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.
3. The data must be submitted on a quarterly basis to the Contracting Authority. The quarterly periods are defined as follows:
 - 1st quarter: April 1 to June 30;
 - 2nd quarter: July 1 to September 30;
 - 3rd quarter: October 1 to December 31; and
 - 4th quarter: January 1 to March 31.



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

Reporting Requirement- Details

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

For each authorized task:

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

For all authorized tasks:

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

J. Refusal of Task Authorizations

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2022-05-12) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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



7.2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative.

Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.2.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract _____:

7.3 Security Requirements

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

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

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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



7.3.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of contract is from April 01, 2023 to March 31, 2025 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least two (2) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of up to one (1) year, under the same conditions, to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least five (5) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority (to be inserted at contract award)

The Contracting Authority for the Contract is:

Name: Abbas Khokhar
Title: Procurement Coordinator
Address: 150 Tunneys Pasture Dr
Telephone:
E-mail address: abbas.khokhar@statcan.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority (to be inserted at contract award)

The Project Authority for the Contract is:



Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____ - ____ - ____
 Facsimile: ____ - ____ - ____
 E-mail address: _____

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

7.5.3 Contractor's Representative (to be inserted at contract award)

The Contractor's Representative is:

7.6 Proactive Disclosure of Contracts with Former Public Servants

***Notice to the Bidder:** If the selected Bidder provided (in accordance with the article 3 of Part 2) information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, the full text of SACC Manual clause A3025C (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants, will form part of the Contract as article 6.*

7.7 Payment

7.7.1 Basis of Payment

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

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

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

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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



- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Monthly Payment

SACC *Manual* clause [H1008C](#) (2008-05-12) Monthly Payment

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- i. the translation request number, the number of words translated or revised, and the corresponding rate;
 - ii. any other documents or information as requested by the Project Authority or as specified in the Contract.
2. Invoices must be distributed as follows:
 - i. One (1) electronic copy must be forwarded to the following address for certification and payment.
Email: financecounter@statcan.gc.ca
 - ii. One (1) electronic must be forwarded to the Contracting Authority and the Project Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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

7.10 Applicable Laws

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



7.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions [4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
- c) the general conditions [2035](#) (2022-05-12), Higher Complexity - Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) the signed Task Authorizations (including all of its annexes, if any); and;
- h) the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on _____" **or** ",as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

7.13 Insurance Requirements

SACC Manual clause [G1005C](#) (2016-01-28), Insurance- No Specific Requirement

7.14 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(b) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by email at boa.opo@boa-opo.gc.ca, or by web www.opo-boa.gc.ca.

7.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web www.opo-boa.gc.ca.



ANNEX A – STATEMENT OF WORK

SW.1.0 TITLE

Statistics Canada is seeking translation services, from English into French and from French into English, in the fields of specialization related to its activities, **on an as-needed basis**. The work must be carried out at the Contractor’s premises and delivered to Statistics Canada.

SW.2.0 BACKGROUND

Pursuant to the *Statistics Act*, Statistics Canada must collect, compile, analyze, abstract and publish statistical information relating to the commercial, industrial, financial, social, economic and general activities of Canadians. In addition to the Census, which takes place every five years, Statistics Canada conducts hundreds of surveys on virtually all aspects of life in Canada.

SW.2.1 Fields of specialization related to Statistics Canada’s activities

Field	Description
Statistical surveys	Surveys and survey operations in general
Descriptive statistics	Statistical results presented in analyses, tables and charts
Agriculture	Crops, breeding, agricultural management, farm equipment and buildings, agricultural techniques, etc.
Economics	Trade, accounting, prices indexes, labour and employment, etc.
Justice	Procedural law, private law, public law, etc.
Health	Diagnostic and therapeutic methods, medical and hospital organization, physiopathology, issues related to public health, etc.
Environmental science, geography and geomatics	Biology, environment, physical science, urbanism, surveying, mapping, hydrography, remote sensing, etc.
Social science and demography	Education, psychology, sociology, population composition and density, census
Theoretical statistics, statistical methods, applied statistics, mathematics and data science	Sampling, probabilities, forecasts, methodology, etc.
Transportation	Air, road, water and rail transport, handling and storage, etc.
Federal administration	Government, departmental plans and priorities, policies and programs, etc.
Finance	Fiscal years, balance sheets, financial audits and evaluations, etc.
Management	Strategic decisions, human resources, operational decisions, etc.
Information technology	Software, systems, alerts, updates, etc.

SW.3.0 OBJECTIVES

The Contractor will translate and edit texts from English into French and/or from French into English to help Statistics Canada provide texts to its employees, users, partners, stakeholders, academic, other federal and provincial government agencies, etc. that are equivalent in both official languages and that are delivered in a timely fashion.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks

The Contractor will translate texts from English into French (Class A) and/or from French into English (Class B).



The Contractor may be required to edit pre-translated passages, which will be billed at a per-word rate corresponding to 65% of the Contractor's rate per word for translation services (see the Basis of Payment table in Appendix B).

The following types of work to be billed at an hourly rate include but are not limited to: translation of bibliographies or updates to previously translated texts, conversion of numbers or formulas in tables, translation of multiple hyperlinks and handling certain Excel files.

The type of texts that will require translation include but are not limited to publications, survey questionnaires, analytical studies, statistical studies, meeting minutes and conference proceedings, subject matter presentations, information notes, glossaries, House cards, work descriptions, letters, memorandums, reports, administrative and financial documents, social media publications, programming specifications and other documents related to Statistics Canada's activities and mandate.

SW4.1.2 Production capacity

The production capacity for Classes A and B is described below. Given that the services required are on an as-needed basis, it is impossible to accurately predict the actual demand for services or the volume of work, since the workload varies based on the needs of internal clients. The length of texts can also vary considerably.

The use of computer-assisted translation tools in a secure and protected environment is permitted and it is expected that any translation produced using these tools will be fully post-edited by a professional translator. Texts that have obviously been translated using machine translation software and not post-edited will fail quality control and will be deemed unsatisfactory and counted as such (see SW4.4.4).

SW4.1.2.a Production capacity for Class A (translation from English into French)

The annual requirement for Class A is estimated at 10,500,000 words of translation from English into French. The work will be distributed between all resulting contracts as per Section E of 7.1.2.1 Task Authorization Process.

SW4.1.2.b Production capacity for Class B (translation from French into English)

The annual requirement for Class B is estimated at 1,000,000 words of translation from French into English. The work will be distributed between all resulting contracts as per Section E of 7.1.2.1 Task Authorization Process.

SW4.2 Deliverables

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

SW4.2.1 Workload management

The Contractor is required to translate texts with various deadlines based on the rate established in Annex B (Basis of Payment). At any time, the Project Authority can ask the Contractor to set aside the request they are currently working on to take on a new request. In this event, the deadline of the first request will be extended, if necessary, to take into account the Contractor's required production capacity.



The Contractor may receive work (one or more documents) to deliver the same day. They can also receive urgent requests which require work outside normal business hours in order to respect the deadline (see SW.6.0 Urgent requests).

At times, Statistics Canada will plan the translation requests based on a production calendar. These planned requests can have a short deadline, but they are not considered to be urgent work, unless otherwise specified by Statistics Canada.

If the Contractor receives more than one text or document under the same project, they must have the work done by the same translator, if time allows. If more than one translator must be assigned to translate texts in the same project due to a short deadline, the Contractor must obtain prior written consent from the Project Authority and ensure that the terminology in the texts is consistent. The same applies to texts that are too long for one person to translate.

In the event of a disagreement related to workload management, the priority and deadline (date and time) of a task authorization assigned to the Contractor will be determined at the sole discretion of the Project Authority. Readjusting priorities and deadlines (date and time) will also be at the sole discretion of the Project Authority or its authorized representative. An authorized representative would be confirmed as such in writing by the Project Authority.

SW.4.2.2 Word count of source texts

Statistics Canada provides a word count of source texts and, as a general rule, only this word count can be used to bill the work to the agency. For the purposes of this document, a word is defined as a series of contiguous characters. Numbers appearing in texts are counted as words. Conversion of numbers in tables, if applicable, can justify an hourly rate.

In the event of disagreement, Statistics Canada will redo the word count and reach an agreement with the Contractor on the final number of words. Any change that the Contractor may wish to make will be discussed in advance with the Project Authority or its authorized representative.

SW.4.2.3 Hourly work

For hourly work, Statistics Canada is responsible for estimating the number of hours. If the Contractor believes that they will go over the number of hours estimated by Statistics Canada, they must have a revised estimate of the number of hours pre-approved by the Project Authority. Otherwise, the Contractor may only bill the number of hours indicated on the task authorization. The Project Authority reserves the right to take all the necessary measures to check the accuracy of the number of hours billed.

SW.4.3 Acceptance of translations

All translations delivered will be subject to inspection by the Project Authority. If the Project Authority deems the delivered translations to be unsatisfactory, they will be rejected and the Project Authority may request that they be corrected before authorizing payment or exercise its other rights outlined in section SW.4.4.5 Damages.

SW.4.4 Specifications and standards

SW.4.4.1 Receipt and transmission of texts

The Contractor will, at their own expense, receive and deliver texts on the Internet using the Electronic File Transfer (EFT) Service or any other method specified by Statistics Canada. If the EFT or any other method specified by Statistics Canada is temporarily unavailable due to a software malfunction and/or network outage, the Contractor will receive and deliver texts by email, by courier or by any other method indicated by Statistics Canada.



When delivering a text, the Contractor must send an email confirmation and provide the following information: request number, filename, whether there is a translator's note, the name of the translator, the final word count and/or number of hours, as well as any other information indicated by Statistics Canada. When necessary, Statistics Canada may ask the Contractor to confirm delivery and provide the required information using another method.

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

Each text sent to the Contractor will be accompanied by a task authorization form in electronic format.

The Contractor must compress files using software compatible with the Windows operating system compression tool or any other tool specified by Statistics Canada.

Statistics Canada uses encryption software to send and receive protected texts. Statistics Canada will supply this software to the Contractor at no cost, but the Contractor will be responsible for its installation, which must be done at their own expense. The Contractor must follow the appropriate security procedures in accordance with the security rating of the text to be translated.

Statistics Canada may change the transmission procedures during the contract period. If applicable, the Contractor will be responsible for any new installation, which must be done at their own expense.

SW.4.4.2 Refusal to receive texts

In the event that the Contractor is unable to accept a translation request, the Contractor will inform the Project Authority or its authorized representative. If the Contractor accepts the translation request and is subsequently unable to meet the deadline, the Contractor must immediately inform the Project Authority or its authorized representative, and together they will find a solution to translate the text and set a new deadline, if necessary. Damages may apply if the text is delivered late (see SW.4.4.5 Damages).

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

SW.4.4.3 Language quality and terminology

The Contractor will translate the texts and/or edit the pre-translated passages in a style that is consistent, appropriate and suited to the target reader, using consistent, accurate terminology, so as to render the message of the source text precisely. To meet this requirement, the Contractor will use and comply with the internal resources provided by Statistics Canada, including the term bank *term@stat*, the *Statistics Canada Style Guide* or *Guide de rédaction de Statistique Canada*, the *Guide de référence rapide pour la traduction de l'anglais au français des Services de traduction et de terminologie de Statistique Canada* or the Statistics Canada Translation and Terminology Services' *French-English Translation and Style Quick Reference Guide* and any reference documents provided with the texts to be translated, if applicable, as well as the Government of Canada's terminology and linguistic data bank, *TERMIUM Plus*[®], other resources on the Translation Bureau's Language Portal of Canada (Public Services and Procurement Canada) and other authoritative works in the translation and writing industry.

The Contractor is free to use computer-assisted translation software, but texts that have obviously been translated with machine translation software will fail quality control.

SW.4.4.4 Evaluation of translated texts

The work will be evaluated in accordance with the terms and conditions set out in this document and with the accepted principles and rules in the translation and writing industry.



A text is deemed unsatisfactory if

- a) the quality does not meet requirements, i.e., a sample of 400 words includes one (1) major error (mistranslation, gibberish, number error, misunderstanding, omission resulting in a misinterpretation, etc.) OR more than five (5) minor errors due to a lack of knowledge of the subject or of translation principles, insufficient terminology research or inadequate proofreading. Minor errors also include language errors (false friends, usage, grammar/syntax/punctuation/style errors, typos, etc.)
- b) the layout does not meet requirements (the translation must have the same layout as the source text and be in the file format requested by the client [unless otherwise specified], without any conversion).
- c) there is evidence of poor or no post-editing of machine translation or computer-assisted outputs.

SW.4.4.5 Damages

Should the Contractor deliver work after the delivery date indicated on the task authorization, or any other negotiated date, the amount payable for this work may be reduced by 25% per day of delay, up to 50%.

Where a text is deemed unsatisfactory, Statistics Canada may exercise its rights by

- a) having the Contractor redo the work, if time allows, at no additional cost to Statistics Canada;
- b) having the work redone by another Contractor, if time allows, at the Contractor's expense; or
- c) editing or reworking the text and imposing a financial penalty on the Contractor, the amount of which will be calculated by multiplying the rate of \$75 per hour by the number of hours spent reworking, editing, retranslating or manipulating the text. The said amount must be deducted from the Contractor's next invoice to Statistics Canada.

For Class A, if five (5) texts or 10% of texts produced by a translator are deemed unsatisfactory, Statistics Canada reserves the right to ask for the translator to be replaced and to evaluate the new translator against the technical criteria. Statistics Canada reserves the right to terminate the contract if the Contractor is unable to replace the translator or if more than 60% of the translators in the contract are replaced for quality reasons (i.e., if Statistics Canada has requested a new translator three times, regardless of whether the translator was part of the initial contract or a replacement).

For Classes B, Statistics Canada reserves the right to terminate the contract after five (5) texts or 10% of texts are deemed unsatisfactory. In some situations, Statistics Canada reserves the right to ask for the translator to be replaced and to evaluate the new translator against the technical criteria.

SW.4.4.6 Documentation and terminology

Statistics Canada will give the Contractor access to internal terminology resources, particularly its term bank *term@stat*, and provide documentation and quick reference guides for translators and the names of the contact persons.

SW.4.4.7 Required software and layout

The Contractor will translate and deliver the texts in the format, style and layout of the source text, using the software that the client requested for the target text, usually, but not limited to, a specific version of Word, Excel or PowerPoint. If the source text is in HTML or PDF format, the Contractor will translate the text using a software program determined with Statistics Canada and respect the original layout as much as possible. Texts may be provided in updatable PDF format, the translation of which will also be delivered in updatable PDF format, in accordance with Statistics Canada's instructions.

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

SW.4.4.8 Disclosure of information



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

SW.4.4.9 Work authorization

The Contractor will not accept any direct requests for service from a Statistics Canada branch, division, section or regional office, without the verbal or written consent of the Project Authority or its authorized representative.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's obligations

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

- a) keep all documents and proprietary information confidential;
- b) store all documents in a secure area
- c) ensure that they have sufficient resources working on site, as required.

For resources who work remotely, elsewhere in Canada, the Company Security Officer of the Contractor will ensure that

- a) resources are using work-issued laptops set up with the same security protocols as the company network to connect to the contractor's secure network (VPN) and servers that were inspected by PSPC and approved through the IT Inspection letter issued for this contract;
- b) documents are not saved onto personal computers;
- c) contractor-issued laptops prevent resources from printing or saving documents on external hard drives or USB;
- d) resources lock up their devices when not in use and use cabinet or cases approved and/or recommended by PSPC-CISD;
- e) resources work in a designated area where no one else can see their screen;
- f) resources are not accessing protected information via public WIFI.

The Contractor must also

- a) establish a teleworking agreement with their resources outlining the above-stated requirements;
- b) keep a list of names, addresses and contact information for resources working on protected documents and provide this information to confirm the remote work locations, if required;
- c) ensure that any resources used during the life of the contract are not subcontractors, in the event that they are subcontractors, they will have to be approved by PSPC-CISD and follow the same security rules;
- d) conform to the security clauses of the contract or risk having their contract terminated.

SW.5.1.1 Inquiries

The Contractor will send all inquiries to the Translation and Terminology Services administration at StatCan. These may include asking for clarification on hard-to-understand text or for the equivalents of terms or expressions not found in any resource.



SW.5.1.2 Contractor's liaison officer

For Class A, the Contractor must designate a liaison officer, who will be responsible for communications relating to the work and for managing all translation requests sent by the Project Authority. The liaison officer must also deliver texts in accordance with the deadlines, ensuring that they are in the required format, and transmit inquiries about a given document to the Project Authority.

For Classes B, the liaison officer can be the freelance translator.

If the liaison officer is assisted by other coordinators, the Contractor will also provide their names and security clearances to Statistics Canada.

SW.5.1.3 Incident Reporting

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

SW.5.2 Statistics Canada's obligations

Statistics Canada will provide:

- a) access to a staff member who will be responsible for coordinating activities;
- b) feedback on unsatisfactory texts (i.e., the corrections made, if applicable).

SW.5.3 Place of work

The Contractor must have at least one (1) office in Canada and one hundred per cent (100%) of the translators and any other resources assigned to the Statistics Canada contract must work in this office or elsewhere in Canada. See also Contractor's obligations SW.5.1.

SW.5.4 Language of work

The Contractor may use either of Canada's official languages in its communications with the Project Authority. The translation services will be provided from English into French (For Classes A) or from French into English (Class B), based on the work required.

SW.5.5 Environmental considerations

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

SW.5.6 Directive on the use of deemed employees

SW.5.6.1 Legal context

In accordance with subsections 5(2) and (3) of the *Statistics Act* (the "Act"), the minister may use the services or persons or contractors as well as employees of the federal public administration to exercise or perform duties under this Act. These persons—contractors or federal, provincial or territorial public servants—are deemed to be persons employed under this Act while performing those services.

Both employees and deemed employees of Statistics Canada are subject to the same penalties under the *Statistics Act*. However, becoming a deemed employee does not create an employment relationship between Statistics Canada and the individual.



SW.5.6.2 Policy statement

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

Before being given access to protected information, deemed employees must

- receive approval as specified in the appropriate category in Appendix B of *the Directive on the Use of Deemed Employees*;
- be granted security status by the CISD (Section 3, Appendix B of the Directive);
- sign the oath/affirmation of secrecy required by the Statistics Act (Section 4, Appendix B in the Directive);
- acknowledge in writing that they have read and understood: (Section 5, Appendix B of the Directive)
 - subsection 17(1) and sections 30 and 34 of the Statistics Act
 - documents related to Statistics Canada policies, directives and practices as specified by the program (e.g., RDC Orientation Session and Researcher Guide)
- acknowledge in writing having received and read the Values and Ethics Code for the Public Sector, Statistics Canada's Code of Conduct and the Policy on Conflict of Interest and Post-Employment and declare that they will comply with the Code; (Section 5)

SW.5.6.3 *Statistics Act* Oath or Solemn Affirmation of Office and Secrecy

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

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

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

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

In accordance with subsection 6(1) of the *Statistics Act*, "the Chief Statistician and every person employed or deemed to be employed pursuant to this Act shall, before entering on his duties, take and subscribe the following oath or solemn affirmation:

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

Where persons are retained under contract, they must take an oath or make a solemn affirmation of secrecy in compliance with subsection 6(3) of the *Statistics Act*.

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



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

SW.6.0 DEFINITIONS

Business day

For the purposes of this contract, business day is defined as any day from Monday to Friday, between 7:00 a.m. and 6:00 p.m., Eastern standard time or Eastern daylight time, as applicable, with the exception of statutory holidays defined by the federal administration calendar.

Rest day

For the purposes of this contract, the rest days are Saturday and Sunday.

Statutory holiday

For the purposes of this contract, the following days recognized by the federal government are designated to be statutory holidays: New Year’s Day (January 1), Good Friday, Easter Monday, Victory Day, June 24 (only for services provided in the province of Quebec), Canada Day (July 1), provincial Civic Holiday (first Monday in August in Ontario, Saskatchewan, Manitoba, Nunavut, Northwest Territories, Newfoundland and Labrador, Prince Edward Island, Nova Scotia, New Brunswick, Alberta and British Columbia; third Monday in August in Yukon), Labour Day (first Monday in September), National Day for Truth and Reconciliation (September 30), Thanksgiving (second Monday in October), Remembrance Day (November 11), Christmas Day (December 25) and Boxing Day (December 26).

Urgent requests

For the purposes of this contract, “urgent” is defined as when all or part of the work must be done after normal business hours to respect an unplanned non-negotiable deadline as indicated in the TA. Unplanned work that must be done on rest days and statutory holidays will also be considered ‘urgent.’

*The Project Authority, at its sole discretion, will determine if work is considered ‘urgent’ and will indicate accordingly in each Task Authorization.



ANNEX B - BASIS OF PAYMENT

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1. Firm All-Inclusive Rate

The Contractor will be paid a firm all-inclusive rates, per word and/or per hour, for the requested translation services, based on the firm all-inclusive rates indicated in the table below, during the periods indicated in this Contract.

- a. The firm all-inclusive rates indicated below must include all charges related to the Work described in Appendix A, Statement of Work.
- b. These charges include (but are not limited to) words processing, reports, photocopying, courier services, software costs, telephone calls, receipt and transmission or delivery of documents, and all related expenditures, GST excluded.
- c. All expected outcomes are FOB consignee, Canadian customs duties included, where applicable.
- d. For billing purposes, the firm all-inclusive rates that must be used are those in effect on the delivery date indicated on the translation service request.
- e. Billing will be based on the word count of the source document.
- f. The firm all-inclusive rates indicated in the table below, for optional years, will apply only if Canada exercises the option to extend the Contract.
- g. Should the Option to Extend- Transition Period be exercised, the rates for this period will be the same as the most recent rates used under the contract.

Periods	Category of Services	Firm Rates	Editing of pre-translated text
Initial period (Contract award to March 31, 2025)	Translation, business days	To be inserted at contract award	To be inserted at contract award
	Hourly work, business days	To be inserted at contract award	
	URGENT Translation	To be inserted at contract award	To be inserted at contract award
	URGENT Hourly Work	To be inserted at contract award	
Option 1 (April 1, 2025 to March 31 2026)	Translation, business days	To be inserted at contract award	To be inserted at contract award
	Hourly work, business days	To be inserted at contract award	
	URGENT Translation	To be inserted at contract award	To be inserted at contract award
	URGENT Hourly Work	To be inserted at contract award	
Option 2 (April 1, 2026 to March 31 2027)	Translation, business days	To be inserted at contract award	To be inserted at contract award
	Hourly work, business days	To be inserted at contract award	
	URGENT Translation	To be inserted at contract award	To be inserted at contract award
	URGENT Hourly Work	To be inserted at contract award	



Option 3 (April 1, 2027 to March 31 2028)	Translation, business days	To be inserted at contract award	To be inserted at contract award
	Hourly work, business days	To be inserted at contract award	
	URGENT Translation	To be inserted at contract award	To be inserted at contract award
	URGENT Hourly Work	To be inserted at contract award	



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat J063414
	Security Classification / Classification de sécurité Unclassified

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified





Contract Number / Numéro du contrat J063414
Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat J063414
Security Classification / Classification de sécurité Unclassified

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D – TASK AUTHORIZATION FORM

Project:
Title:
Resource:
Requester :
Client Name: Statistics Canada

Task Deadline:

Table with 2 columns: Word Count Type, Value. Rows: Total Word Count, Regular Word Count, LT Word Count, Hourly Word Count.

Security Level: Non protected

Instructions for the Project:

Document(s) to Process:

- Request Number-Title.docx

Table with 2 columns: Field Name, Value. Rows: Translator's note, Translator's name, Final word count (translation), Number of hours (revision), Password.



Projet :
Titre :
Ressource :
Demandeur :
Nom du client : Statistique Canada

Échéance de la tâche :

Compte de mots total	
Compte de mots réguliers	
Compte de mots LT	
Compte de mots à l'heure	

Niveau de sécurité : Non protégé

Instructions pour le projet :

Document(s) à traiter :

- Numéro de projet-Titre.docx

Notes du traducteur :	
Nom du traducteur :	
Compte de mots final (traduction) :	
Nombre d'heures (révision) :	
Mot de passe :	