



**RETURN BIDS TO:**

Office of the Superintendent of Financial  
Institutions  
Procurement and Contracting  
255 Albert Street, 12<sup>th</sup> Floor  
Ottawa, ON  
K1A 0H2  
Email: contracting@osfi-bsif.gc.ca

**REQUEST FOR PROPOSAL**

**Proposal To: Office of the  
Superintendent of Financial Institutions**

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

**This document contains a Security Requirement**

**Vendor/Firm Name and address**

**Issuing Office – Bureau de distribution**

Procurement and Contracting  
255 Albert Street, 12<sup>th</sup> Floor  
Ottawa, ON  
K1A 0H2

<b>Title</b> Employee Assistance Program	
<b>Solicitation No.</b> 20140715	<b>Date</b> September 22, 2014
<b>Client Reference No.</b> 20140715	
<b>GETS Reference No.</b> 20140715	
<b>Solicitation Closes</b> <b>at 02 :00 PM</b> <b>on November 4, 2014</b>	<b>Time Zone</b>  Eastern Standard Time  EST
<b>F.O.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : Marie Desormeaux, Senior Contracting Officer</b>	
<b>Telephone No.</b> <b>613-990-7891</b>	<b>FAX No.</b> <b>613-990-0081</b>
<b>Destination – of Goods, Services, and Construction:</b> See Herein	

**In  
structions:**

<b>Delivery</b> See Herein	<b>Delivered Offered</b>
<b>Vendor/firm Name and address</b>	
<b>Facsimile No.</b> <b>Telephone No.</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-</b>	
<b>Signature</b>	<b>Date</b>



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## **PART 1 – GENERAL INFORMATION**

### **1. Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

### **2. Statement of Work**

OSFI requires a contractor to provide Employee Assistance Program (EAP) services to its employees. OSFI currently has approximately 704 employees located in the following four offices: Montréal (20 employees), Ottawa (316 employees), Toronto (355 employees) and Vancouver (13 employees).

The services will include, but are not limited to:

- Intake services
- Counseling services
- Crisis interventions counseling
- Critical incident stress management
- Professional/advisory services (i.e. financial, legal, etc.)
- Return to work support services

The Work to be performed is detailed under Annex “A” of the resulting contract clauses.

### **3. Debriefings**

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



## **PART 2 – BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (16-05-2011) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2. Submission of Bids**

Bids must be submitted only to The Office of the Superintendent of Financial Institutions (OSFI) by the date, time and place indicated on page 1 of the bid solicitation.

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

#### **2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **3. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 business 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 questions or may request that



the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Extension of Time**

If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

#### **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.



## PART 3 – BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies and 1 soft copy on CD),

Section II: Financial Bid (3 hard copies and 1 soft copy on CD)

Section III: Certifications (3 hard copies and 1 soft copy on CD)

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process

[Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

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

(c) Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

#### **Section I: Technical Bid**

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



## Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

**All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

**Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 1.1 SACC Manual Clauses

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

## Section III: Certifications

Bidders must submit the certifications required under Part 5.





## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- (d) **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder’s sole cost) for the interview to take place at a location specified by Canada.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

As a mandatory part of the bid submission, the bidder shall include:

Mandatory Requirements		Complies (Y/N)
M.1	The bidder must provide a statement that all of the terms and conditions of the Statement of Work (SOW) have been read, understood and are accepted.	



M.2	The bidder must demonstrate their ability to provide a 24-hour toll-free number, 365 days per year, for crisis intervention counseling in English and in French by providing their current toll-free number.	
M.3	The bidder must demonstrate that they have provided Employee Assistance Program (EAP) services for a minimum of 15 years.	
M.4	The bidder must demonstrate that its facilities are wheelchair accessible.	
M.5	The bidder must certify that its sub-contractors' facilities are wheelchair accessible.	
M.6	The bidder must certify that all professional counselors providing intake services have one of the following: <ul style="list-style-type: none"> <li>• a Master's degree with a minimum of one year of experience in EAP or related intake work; or</li> <li>• a Bachelor's degree with a minimum of three years of experience in EAP or related intake work.</li> </ul>	
M.7	The bidder must demonstrate that they provide online counseling and support services.	
M.8	The bidder must demonstrate that they provide employees/clients service through after-hours voice automated system, allowing them to connect directly with a professional counsellor within one button push.	

### 1.1.2 Point Rated Technical Criteria

Proposals that meet all of the mandatory requirements will be further evaluated against the following rated requirements.

The **maximum point score** for rated requirements is **75**. A **minimum score of 70% (53 out of 75 points)** in the rated requirements must be achieved to remain compliant and qualify for an interview.

In this section, details should be provided regarding the qualifications, the relevant experience and the expertise of the bidder. The experience of the bidder must be clearly identified by providing a summary/description of the previous projects worked on, and indicating when the work was carried out and the client.

The evaluation of the experience and expertise of the bidder will focus on the following:

Evaluation Criteria	Experience and Expertise of the Bidder	Scoring
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R.1	<p>The bidder should demonstrate that they have a minimum of 15 years of experience providing Employee Assistance Program (EAP) services by providing a proof of ongoing business throughout the period of experience (i.e. published annual reports or other official business report or data).</p> <ul style="list-style-type: none"><li>• 15 years = 10 points</li><li>• 20 years = 15 points</li><li>• 25 years = 20 points</li></ul> <p>Only full years of experience will be taken into consideration (i.e. one year equals a full 12-month period).</p> <p>Points will be pro-rated according to how much experience the bidder has. For example, 16 years of experience would score 11 points; 23 years of experience would score 18 points; etc.</p> <p><b>Maximum of 20 points</b></p>	/20
R.2	<p>The bidder should demonstrate that they have a minimum of two years of experience providing service to a Canadian federal organization, such as the Federal Government, a Canadian Federal Agency or a Canadian Crown Corporation, by providing a list of such organizations contracted, including the period and type(s) of service(s) offered.</p> <p>.</p> <p>Five points will be given for every year of experience, up to a maximum of 20 points, with a minimum of two years of experience:</p> <ul style="list-style-type: none"><li>• 2 years = 10 points</li><li>• 3 years = 15 points</li><li>• 4 years = 20 points</li></ul> <p>Only full years of experience will be taken into consideration (i.e. one year equals a full 12-month period).</p> <p><b>Maximum of 20 points</b></p>	/20



R.3	<p>The bidder should demonstrate, using evidence such as statistical reports (i.e. operators' schedules and average timeframe for call back service, service standards for call back service, etc.), that they have the capacity to return calls related to intake services within 24 hours and offer an appointment time within seven business days of the initial call.</p> <ul style="list-style-type: none"><li>• No calls returned within 24 hours (0%) = 0 points</li><li>• 25% of calls returned within 24 hours = 2 points</li><li>• 50% of calls returned within 24 hours = 4 points</li><li>• 75% of calls returned within 24 hours = 6 points</li><li>• 100% of calls returned within 24 hours = 8 points</li></ul> <p>Additional points will be given if an appointment time has been scheduled within seven business days of the initial call:</p> <ul style="list-style-type: none"><li>• If less than 50% of calls returned within 24 hours also included an appointment within seven (7) business days of the initial call, no extra point will be given.</li><li>• If at least 50% of calls returned within 24 hours also included an appointment within seven (7) business days of the initial call but not 100%, one (1) extra point will be given.</li><li>• If 100% of calls returned within 24 hours also included an appointment within seven (7) business days of the initial call, two (2) extra points will be given.</li></ul> <p><b>Maximum of 10 points</b></p>	/10
R.4	<p>The bidder should point to their online inventory of printable resources, which must include at a minimum brochures or pamphlets, and online video clips pertaining to topics that include; physical, emotional, financial and psychiatric violence and abuse.</p> <p>Ratings will be distributed as follows:</p> <ul style="list-style-type: none"><li>• 4 topics or less = 5 points</li><li>• 5 to 7 topics = 7.5 points</li><li>• 8 topics or more = 10 points</li></ul> <p><b>Maximum 10 points</b></p>	/10



R.5.1	<p>The bidder should be able to provide wellness education sessions on topics in the following areas: mental health/emotional health issues; stress; family-related issues; work-related issues; substance use; career transitions.</p> <ul style="list-style-type: none"> <li>• Less than 4 topic areas covered = 5 points</li> <li>• 4 to 5 topic areas covered = 7.5 points</li> <li>• All topic areas covered = 10 points</li> </ul> <p><b>Maximum 10 points</b></p>	/10
R. 5.2	<p>The bidder should describe to what extent the former or current client’s satisfaction was met upon delivery of the wellness education sessions stated in R.5.1 (i.e. session objectives were achieved, feedback was positive, helpful tools were provided to participants, length was appropriate).</p> <p>The bidder’s response will be awarded points as follow:</p> <ul style="list-style-type: none"> <li>• <b>5 points – Very Good:</b> The client’s satisfaction is clearly described and includes a detailed description of how it was assessed;</li> <li>• <b>3 points – Acceptable:</b> The client’s satisfaction is reasonably described with a moderate level of details on how it was assessed;</li> <li>• <b>1 point – Poor:</b> The client’s satisfaction is poorly described with limited or unclear details on how it was assessed; or</li> <li>• <b>0 points – Unable to Rate:</b> The extent to which the client’s satisfaction was met is not described.</li> </ul> <p>The bidder may be asked to provide at least one reference that is willing to attest on the quality of the education session delivered.</p> <p><b>Maximum 5 points</b></p>	/5
	<b>Total: Maximum 75 points</b>	/75

Note to bidders: Listing experience without providing and supporting data to describe where and when such experience was obtained will result in the experience not being included for evaluation purposes.



**1.1.3 Financial Proposal Pricing Table**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Period</b>	<b>Monthly Rate Per Employee</b>	<b>Total # of Employees</b>	<b>Total</b>
January 1, 2015 – December 31, 2015	[Bidder input required]	704*	[Bidder input required] (Column 2 x Column 3)
Option 1: January 1, 2016 – December 31, 2016	[Bidder input required]	704*	[Bidder input required] (Column 2 x Column 3)
Option 2: January 1, 2017 – December 31, 2017	[Bidder input required]	704*	[Bidder input required] (Column 2 x Column 3)
Option 3: January 1, 2018 – December 31, 2018	[Bidder input required]	704*	[Bidder input required] (Column 2 x Column 3)
Option 4: January 1, 2019 – December 31, 2019	[Bidder input required]	704*	[Bidder input required] (Column 2 x Column 3)
<b>BIDDER’S ESTIMATED TOTAL COST</b>			[Bidder input required] (Sum of above rows)

\*The number of employees is subject to change on an annual basis. OSFI will notify the contractor of the number of employees prior to exercising options.



## 2. Basis of Selection

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum of 53 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 75 points.

2.2 Bids not meeting (a), (b) and (c) will be declared non-responsive.

2.3 The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.

2.4 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 %.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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 equal 155 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>			
	<b>Bidder</b>		
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/155	89/155	92/155



<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>			
	<b>Bidder</b>		
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	115/155 x 70 = 51.94	89/155 x 70 = 40.19	92/155 x 70 = 41.55
<b>Pricing Score</b>	$((45-55)/45) + 1 \times 30 = 23.33$	$((45-50)/45) + 1 \times 30 = 26.67$	$((45-45)/45) + 1 \times 30 = 30.00$
<b>Combined Rating</b>	75.27	66.86	71.55
<b>Overall Rating</b>	<b>1st</b>	<b>3rd</b>	<b>2nd</b>

### 3. Security Requirement

3.1 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 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6- 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.

3.2 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.

3.3 For additional information on security requirements, bidders should consult the “Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders” (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.





## **PART 5 – CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Certifications Precedent to Contract Award**

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

#### **1.1 Federal Contractor's Program – Certification**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the



FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_  
(e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

## 1.2 Former Public Servant Certification

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

### Definitions

For the purposes of this clause,

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

- (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, in the context of the fee abatement formula, 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**

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.



## **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

### **1.3 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.

### **1.4 Education and Experience**

SACC Manual clause A3010T (2010-08-16)



## PART 6 – RESULTING CONTRACT CLAUSES

### 1. Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Finance and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### 2. Security Requirement

- Contractor personnel requiring access to PROTECTED information, assets or work site(s) of Her Majesty must each hold a valid personnel security screening at the requisite level of Reliability Status or higher, granted or approved either by Canadian Industrial Security Directorate (CISD), PWGSC or by Departmental Security Officer (DSO) / delegated security authority for the Office of the



- Superintendent of Financial Institutions (OSFI). This screening must be maintained at all times during the performance of the Contract/Standing Offer.
- The Contractor **MUST NOT** remove any **PROTECTED** information from OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.
  - Unscreened Contractor personnel **MUST NOT** have access to any **PROTECTED** information and must be escorted at all times while on OSFI premises by OSFI personnel, and must ensure that its personnel are made aware of and comply with this restriction.

Definitions:

**Protected** information refers to specific provisions of the *Access to Information Act* and the *Privacy Act* and applies to sensitive personal, private, and business information. (Source: Treasury Board of Canada Secretariat)

### **3. Statement of Work**

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

### **4. 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](http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

#### **4.1 General Conditions**

2010B (2014-06-26) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **4.2 Supplemental General Conditions:**

4008 (2008-12-12), Supplemental General Conditions - Personal Information;

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

#### **4.3 Annexes**

All Annexes apply to and form part of the Contract.

### **5. Term of the Contract**

#### **5.1 Period of Contract**

The period of the Contract is from January 1, 2015 to December 31, 2015 inclusive.



## 5.2 Options

### 5.2.1. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional one-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 10 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.

## 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marie Desormeaux  
Title: Senior Contracting Officer  
Office of the Superintendent of Financial Institutions  
Contracting, Procurement and Asset Management  
255 Albert Street, 12<sup>th</sup> Floor  
Ottawa, ON K1A 0H2

Telephone: 61-990-7891  
Facsimile: 613-990-0081  
E-mail Address: contracting@osfi-bsif.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.

### 6.2 Project Authority

The Project Authority for the Contract is:

Name: [REDACTED]  
Title: [REDACTED]  
Office of the Superintendent of Financial Institutions  
Address: [REDACTED]

Telephone: [REDACTED]  
Facsimile: [REDACTED]



E-mail Address: [REDACTED]

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.

### 6.3 Contractor's Representative

Name: [REDACTED]  
Title: [REDACTED]  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
E-mail address: [REDACTED]

## 7. Payment

### 7.1 Basis of Payment

7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a monthly firm price per employee of \$ [REDACTED]. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.1.1 GST/HST: Estimated Cost: \$ \_\_\_\_\_

#### 7.1.3 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/menu-travel-voyage-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp)), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$ [REDACTED]





#### **7.1.4 Note to Paying Office - Payment made in US funds (if applicable)**

The amount of \$ [redacted] Canadian has been calculated on the basis of \$1.00 US equalling \$ [redacted] Canadian. Payment will be made in US funds and the amount required in Canadian funds will be adjusted to the rate of exchange in effect when the necessary foreign funds are purchased

### **7.2 Limitation of Expenditure**

**7.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ [redacted]. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**7.2.2** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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 contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

### **7.3 Method of Payment**

#### **Monthly Payment**

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

### **7.4 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

### **7.5 SACC Manual Clauses**

SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department



## SACC Manual Clause C2000C (2007-11-30) Taxes - Foreign-based Contractor

### **8 Invoicing Instructions**

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

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- c) a copy of the monthly progress report.

- 8.2** Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Office of the Superintendent of Financial Institutions  
255 Albert St, 12<sup>th</sup> Floor  
Ottawa, ON K1A 0H2

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

### **9 Certifications**

- 9.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **10 Applicable Laws**

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

### **11 Priority of Documents**



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

- (a) the Articles of Agreement;
- (b) 2010B (2014-06-26) General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) *Annex C, Security Requirements Check List;*
- (f) Annex D, Confidentiality Agreement
- (g) *Annex E, Persons on Contract – Responsibility for Insurance (if applicable)*
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarifications or amendment(s)*)

## 12 Joint Venture Contractor

- a. The Contractor confirms that the name of the joint venture is                      and that it is comprised of the following members:  
  
*(all the joint venture members named in the Contractor's original bid will be listed)*
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.



### 13 Professional Services – General

- a. The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Identified User's operating environment.
- b. If there must be a change in a resource performing work under the Contract the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- c. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- d. The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- e. If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

### 14 Safeguarding Electronic Media

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance



with the Contract, including accidental erasure, the Contractor must immediately re-place it at its own expense.

## 15 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

## 16 Confidentiality of Information

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
2. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
3. The obligations of the Parties set out in this section do not apply to any information where the same information:
  - (a) is publicly available from a source other than the other Party; or
  - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information,  
  
or
  - (c) is developed by a Party without use of the information of the other Party



## Annex “A” – Statement of Work

### 1. Overview

Detailed information about the Office of the Superintendent of Financial Institutions (OSFI), including its mandate, structure and who we regulate, can be found at OSFI's external website: [www.osfi-bsif.gc.ca](http://www.osfi-bsif.gc.ca).

### 2. Requirements

OSFI requires a contractor to provide Employee Assistance Program (EAP) services to its employees. OSFI currently has 704 employees located in the following four offices: Montréal (20), Ottawa (316), Toronto (355) and Vancouver (13).

The services will include, but are not limited to:

- Intake services
- Counseling services
- Crisis interventions counseling
- Critical incident stress management
- Professional/advisory services (i.e. financial, legal, etc.)
- Return to work support services

The Contractor must offer all services and reference material in both official languages and in all four office locations.

The Contractor must offer all services either by telephone, online and/or in person in all four OSFI offices. Travel across Canada may be required if the selected Contractor does not have resources in Montréal, Ottawa, Toronto and Vancouver.

### 3. Deliverables and Schedule

The Contractor will provide **intake services** including advice, guidance, assessment, short-term intervention counselling and referral services to community agencies (including follow-up services) to a maximum of five one-hour consultations per employee who is experiencing personal, work or career-related problems. The Contractor will provide **call back service within 24 hours** and will guarantee an appointment time within seven business days of the initial call.

The Contractor must provide a **24-hour toll-free number** that will be available 365 days per year, manned by a professional counsellor specialized in **crisis intervention counselling**. If employees/clients reach an after-hours voice automated system, they must be able to be connected directly with a professional counsellor within one button push. A recorded message with call back is not deemed acceptable.

The Contractor will be available for **consultation related to critical incidents** and, where necessary, defusing and debriefing sessions. The types of incidents that would require a debriefing will include workplace death, suicide, homicide, death of co-worker outside the workplace, medical



emergency, disaster, or armed or violent assault in the workplace. This service must be offered within 24 hours after a critical incident.

Members of OSFI employees' families, including dependent children, must also be able to use the EAP services.

The Contractor will also provide:

- Orientation sessions related to their services
- Online and/or on-site wellness education sessions
- Promotional and communication material
- Program monitoring and quarterly and annual quality control reports

The Contractor must provide up to **four one-hour orientation sessions** per calendar year at no cost to OSFI to explain the counselling services available to employees within the framework of the EAP. These sessions must be available in Ottawa and Toronto, when needed.

The Contractor must provide up to **six one-hour wellness sessions** per calendar year on varied topics as agreed by OSFI and the Contractor. These sessions may be offered in any or all of the OSFI locations, in accordance with the identified needs.

The Contractor must provide **free promotional and communication materials** including posters of various sizes (i.e. 17 in. x 14 in.), information brochures, and one wallet card for each employee.

The Contractor will be responsible for gathering and preparing **information and statistical data** in a format mutually agreed upon between both parties (i.e. Microsoft Word and/or Excel). These reports must be submitted in English.

**Quarterly reports and an annual report** will be provided to OSFI indicating the total number of hours of consultation provided to employees, the employees' location, the category of employee, the type of problems for which the Contractor's services were required, and the employees' degree of satisfaction regarding the services provided by the Contractor.

The Contractor shall employ or retain at its expense qualified and trained professionals (clinically trained and certified mental health professionals at the master level) sufficient to meet program demands. The Contractor shall assume the responsibility for the quality of the clinical practice.

OSFI agrees to provide the Contractor with a **current employee list** of eligible employees on or before the first day of the contract period and any adjustments thereto annually. The Contractor agrees to make all reasonable efforts to verify the eligibility of employees for services under this contract prior to providing such services. The successful bidder will provide OSFI with an updated utilization report on a yearly basis should the option to extend the contract be exercised.

#### **4. Definitions**

a) "**Employee**" means all active employees (as defined by OSFI's Benefits Plan) hired on a



permanent or term basis, or on approved leave of absence.

- b) “**Client**” means an employee (as defined above) or a member of an employee’s family who has sought assistance under OSFI’s Employee Assistance Program (EAP).
- c) “**Eligible Person**” means a person who is an employee (as defined above) at the time the services under this contract are required.
- d) “**EAP Administrator**” shall mean the individual so designated by OSFI who will be responsible to manage the EAP.

##### **5. Method of Acceptance**

The services, qualifications and experience will be evaluated by OSFI’s Human Resources Policy and Programs Advisor.





## Annex “B” – Basis of Payment

Payment will be made on receipt and acceptance of the Contractor’s invoice(s), which may be submitted by the Contractor no more than once per month for a total contract amount not to exceed \$ consisting of \$ for services and \$ for HST based on the pricing table below for services as outlined in Appendix “A”.

### Pricing table

Period	Monthly Rate Per Employee	Total # of Employees	Total
January 1, 2015 – December 31, 2015		704*	
Option 1: January 1, 2016 – December 31, 2016		704*	
Option 2: January 1, 2017 – December 31, 2017		704*	
Option 3: January 1, 2018 – December 31, 2018		704*	
Option 4: January 1, 2019 – December 31, 2019		704*	

\*The number of employees is subject to change on an annual basis. OSFI will notify the contractor of the number of employees prior to exercising options.



Annex "C" - Security Requirements Check List

#3507



Government of Canada / Gouvernement du Canada

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

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

Form with multiple sections: 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. Subcontract Number, 4. Brief Description of Work, 5-7. Security requirements questions with checkboxes, 7. b) Release restrictions, 7. c) Level of information.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada  
Gouvernement du Canada

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

**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : Periodically, resources will be on site in the Ottawa and Toronto Offices.

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

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Security Classification / Classification de sécurité







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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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



Government of Canada  
Gouvernement du Canada

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Chantale Lavoie		Title - Titre HR Policy and Program Advisor	Signature 
Telephone No. - N° de téléphone (613) 998-1833	Facsimile No. - N° de télécopieur (613) 990-9017	E-mail address - Adresse courriel chantale.lavoie@osfi-bsif.gc.ca	Date 14/07/2014
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) <b>Ray Bullard</b>		Title - Titre Director, SAS	Signature 
Telephone No. - N° de téléphone 613-990-7781	Facsimile No. - N° de télécopieur 613-990-0081	E-mail address - Adresse courriel	Date 2014-08-15
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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Security Classification / Classification de sécurité
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Canada



**Annex “D” – Confidentiality Agreement**

**TO:** CANADA  
**Re:** CONTRACT NUMBER: xxxxxxxx

**WHEREAS** the undersigned is an employee (officer) (director) of the Contractor;

**AND WHEREAS** for the purpose of enabling the undersigned to carry out duties or functions as they relate to the work under the contract, the Contractor may from time to time disclose to him/her information.

**NOW THEREFORE** the undersigned undertakes and agrees as follows:

1. The undersigned agrees to treat as confidential the information and agrees not to disclose the information to any other person.
2. The confidentiality obligation imposed by section 1 shall not apply where:
  - (i) the information was known to the undersigned prior to disclosure under the contract by the Contractor;
  - (ii) the information is, at the time of disclosure under the contract, part of the public domain;
  - (iii) the information after the time of disclosure, becomes part of the public domain other than by disclosure by the undersigned;
  - (iv) the information is the same as information which has come to the undersigned from a third party who is not under a similar agreement or obligation of confidentiality to Canada;
  - (v) the undersigned is required to disclose the information by law, including pursuant to an order of a court of competent jurisdiction; or
  - (vi) Canada has approved the disclosure of the information.

**3. *The terms "work", and "Canada" shall have the meanings ascribed to them by the contract.***

**IN WITNESS WHEREOF** the undersigned has executed this Undertaking this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CONTRACTOR**

**WITNESS**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**



**Annex “E” - Persons on Contract – Responsibility for Insurance**

As indicated under clause 7.1.3 of the Contract entitled ‘Pre-Authorized Travel and Living Expenses’, eligible and appropriate travel expenses are reimbursed in accordance with the Treasury Board *Travel Directive* and the *Special Travel Authorities*.Section 7 - Persons on Contract. Subsection 7.7 of the *Special Travel Authorities* addresses the subject of insurance and stipulates that it is the financial responsibility of the Contractor to cover the cost of insurance such as for cars; accidents; sickness; airline travel; immunizations; and any other insurance that the contractor may elect to obtain for business purposes. Canada does not cover any type of insurance for persons on contract.

The undersigned has read and understood and acknowledges the Contractor’s responsibility with regards to insurance:

**CONTRACTOR**

**WITNESS**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**