



**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](mailto: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> 360 Assessment	
<b>Solicitation No.</b> 20151173	<b>Date</b> February 3rd, 2016
<b>Client Reference No.</b> 20151173	
<b>GETS Reference No.</b> 20151173	
<b>Solicitation Closes</b> at 2:00 PM on March 15 <sup>th</sup> , 2016	<b>Time Zone</b> Eastern Standard Time EST
<b>F.O.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to :</b> Isabelle Legault	
<b>Telephone No.</b> 613-990-6807	<b>FAX No.</b> 613-990-0081
<b>Destination – of Goods, Services, and Construction:</b> See Herein	

**Instructions:**

<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**

The Office of the Superintendent of Financial Institutions (OSFI) is seeking to establish a contract to provide a 360 feedback assessment program that would allow People Managers at all levels to participate in the program at a time that's convenient for them.

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 (2015-07-03) 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: sixty (60) days  
Insert: ninety (90) days

### **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.

#### **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 two 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 two (2) 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 ( 1 soft copy via email)

Section II: Financial Bid (1 soft copy via email)

Section III: Certifications (1 soft copy via email)

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 a numbering system that corresponds to the bid solicitation.
- (b) 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 travel and HST.

**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 two (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.
- (b) **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 two (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.
  - a. The Evaluation Process and Contractor Selection is subdivided into 5 steps:
    - i. Mandatory Technical Criteria
    - ii. Point rated Technical Criteria
    - iii. Financial Evaluation;
    - iv. Ranking of the Bidders;
    - v. Proof of Proposal (PoP) Test of the Mandatory criteria on the top ranked proposal;
    - vi. Contractor Recommendation.
  - b. **Proof of Proposal Test for Top-Ranked Bid:**
    - i. Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in the SOW. The PoP test will take place at a site in, either the national Capital Region or in the Toronto Region, provided by Canada that recreates the technical environment described in the SOW. Canada will not pay any travel and living costs associated with the PoP test.
    - ii. After being notified by the Contracting Authority, the Bidder will be given a maximum of 5 working days to allow OSFI access to the Assessment Tool identified in the bid. Access to the tool must be functional within 2 working days of the Bidder being notified, Canada will then conduct the PoP test. Representatives of the Bidder must be present during the PoP test. Once the PoP test has begun, it should be completed within 1 to 2 days. The Contracting Authority has the right to modify these time limits if required.
    - iii. Canada will document the results of the PoP test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP test and the bid will be disqualified. Canada may, as result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test.





- iv. In connection with the PoP testing, the Bidder grants to Canada a limited license to use any software required for testing and evaluation purposes.
- v. If, when providing access to the tool proposed for the PoP test, the Bidder discovers that it is not able to proceed with providing the required access, the Contracting Authority will have the sole discretion to decide if the Bidder may perform modifications in order to complete access for the PoP test. Under no circumstances will changes to specifications of the tool identified in the bid be allowed.

## 1.1 Technical Evaluation

### 1.1.1 Mandatory Technical Criteria

	Met Y/N	Reference to Proposal
<b>360 Assessment Tool Criteria</b>		
M1. The Bidder's proposed 360 Assessment Tool must allow for customization of questions.		
M2. The Bidder's proposed 360 Assessment Tool must be accessible online/electronically from OSFI's computing environment.		
M3. The Bidder's proposed 360 Assessment Tool must be hosted externally to OSFI with technical support. The bidder must provide contact information for technical support.		
M4. The Bidder's proposed 360 Assessment Tool must be bilingual (English and French).		
<b>Corporate Criteria</b>		
M5. The Bidder must provide an overview of its coaching model. The overview must include how many sessions comprise the model, the estimated duration of each session and what content is covered		
M6. The Bidder must have access to a normative database in order to perform comparisons of OSFI's overall response themes with private and public profiles.		
M7. The Bidder must provide complete and current contact information for two professional references.  These must be professional references from clients who have utilized the Bidder's 360 Assessment tool and received coaching services from the bidder within in the past five years.  Bidders must include the following information: <ul style="list-style-type: none"> <li><input type="checkbox"/> Name</li> <li><input type="checkbox"/> Job Title</li> <li><input type="checkbox"/> Employer</li> <li><input type="checkbox"/> Nature of professional relationship</li> <li><input type="checkbox"/> Telephone contact information</li> <li><input type="checkbox"/> Email contact information (Optional –</li> </ul>		



provide if available and contact is in accord)		
<b>Resource Criteria</b>		
M8. The Bidder's coaches must have completed certification to administer the 360 tool or possess a coaching certification.		

**1.1.1 Point Rated Technical Criteria**

	Max Points	Points Awarded	Reference to Proposal/comments
<b>360 Assessment Tool Criteria</b>			
R1. The Bidder has a separate tool for Executive level employees	5 points		
R2. The bidder's tool for executive level employees is customizable	5 points		
<b>Corporate Criteria</b>			
R3. The Bidder offers certification to administer the tool and subsequent coaching model so that OSFI could perform these tasks in-house in the future. The Bidder should provide a detailed description of the certification process, including the cost, time commitment to be certified, and any mandatory tasks that need to be completed in order to maintain certification once received.	<p><b>Maximum 9 points available.</b></p> <p>The Bidder offers certification - 5 points</p> <p>The cost of the certification is \$5000 or less per person - 2 points</p> <p>The time commitment is 5 days or less – 2 points</p>		
R4. The Bidder must provide an overview of its coaching model. The overview must include how many sessions comprise the model, the estimated duration of each session and what content is covered.	<p><b>Maximum 10 points available</b></p> <p>10 points for a 3-session model that covers interpreting the report, establishing learning objectives and a follow-up session.</p> <p>5 points for a 2-session model that covers</p>		



	<p>interpreting the report and establishing learning objectives</p> <p>1 point for a 1-session model that covers interpreting the report and/or establishing learning objectives.</p>		
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**1.1.2 Financial Evaluation**

**Initial Contract Period:** Contract Award to March 31<sup>st</sup>, 2017

Requirement	Price (D)
Customization of Assessment Tool	\$

Requirement	Cost Per Person (B)	Number of people* (C)	Extended Price (E) (B x C)
Use of Assessment Tool	\$	30	\$
Coaching Session	\$	30	\$
Subtotal			\$
Annual Report Cost			\$
Total			\$

\*Please note that in the initial contract period, the number of uses and people is “up to” a maximum of 30 and will be used at OSFI’s discretion and should not be construed as a guarantee of work.

**Option Period #1:** April 1, 2017 to March 31<sup>st</sup>, 2018

Requirement	Cost Per Person (B)	Number of people* (C)	Extended Price (F) (B x C)
Use of Assessment Tool	\$	30	\$
Coaching Session	\$	30	\$
Subtotal			\$
Annual Report Cost			\$
Total			\$

\*Please note that in the Option Period #1, the number of uses and people is “up to” a maximum of 30 and will be used at OSFI’s discretion and should not be construed as a guarantee of work.

**Option Period #2:** April 1, 2018 to March 31<sup>st</sup>, 2019

Requirement	Cost Per Person (B)	Number of people* (C)	Extended Price (G) (B x C)
Use of Assessment Tool	\$	30	\$
Coaching Session	\$	30	\$
Subtotal			\$
Annual Report Cost			\$
Total			\$

\*Please note that in the Option Period #2, the number of uses and people is “up to” a maximum of 30 and will be used at OSFI’s discretion and should not be construed as a guarantee of work.



**Option Period #3:** April 1, 2019 to March 31<sup>st</sup>, 2020

Requirement	Cost Per Person (B)	Number of people* (C)	Extended Price (H) (B x C)
Use of Assessment Tool	\$	30	\$
Coaching Session	\$	30	\$
Subtotal			\$
Annual Report Cost			\$
Total			\$

\*Please note that in the Option Period #3, the number of uses and people is “up to” a maximum of 30 and will be used at OSFI’s discretion and should not be construed as a guarantee of work.

**Option Period #4:** April 1, 2020 to March 31<sup>st</sup>, 2021

Requirement	Cost Per Person (B)	Number of people* (C)	Extended Price (I) (B x C)
Use of Assessment Tool	\$	30	\$
Coaching Session	\$	30	\$
Subtotal			\$
Annual Report Cost			\$
Total			\$

\*Please note that in the Option Period #4, the number of uses and people is “up to” a maximum of 30 and will be used at OSFI’s discretion and should not be construed as a guarantee of work.

**Evaluated Price (D+E+F+G+H+I) = \$** \_\_\_\_\_

**Optional Services:** Contract Award to March 31<sup>st</sup>, 2021

*Note to Bidders: The services below may be required during the term of the contract; however, OSFI is not sure when and/or if they will be exercised. As these services may not be used, the prices below will not be included in the Evaluated RFP Price. As such, prices are not mandatory for the items below and a Bidder may be awarded a contract without providing pricing for these items.*

Requirement	Price
Customization of Assessment Tool for Executive Level Employees	\$

Requirement	Cost Per Person	Number of People*
Use of Assessment Tool for Executive Level Employees	\$	25
Coaching Session for Executive Level Employees	\$	25
Use of Assessment Tool	\$	25
Coaching Session	\$	25
Certification for OSFI Employees	\$	3

\*Please note that for the Optional Services, the number of people is “up to” a maximum of 25 and will be used at OSFI’s discretion and should not be construed as a guarantee of work.



## 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 technical evaluation criteria; and
  - (c) obtain the required minimum points for the technical evaluation criteria, as outlined in Attachment 4.1: Evaluation Criteria.
- 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 outlined in Attachment 4.1: Evaluation Criteria.
- 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>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	$115/155 \times 70 = 51.94$	$89/155 \times 70 = 40.19$	$92/155 \times 70 = 41.55$
<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>1<sup>st</sup></b>	<b>3rd</b>	<b>2nd</b>

## 3. Security Requirement

The Contractor must be escorted at all times while on OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.



The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store PROTECTED.

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)



## **PART 5 – CERTIFICATIONS**

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. 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 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 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.

### **5.3 Federal Contractor's Program – 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from *Human Resources and Skills Development Canada (HRSDC) - Labour's website*

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

#### **5.3.1 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.

#### **5.4 Certification of language – Bilingual Essential**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, must provide services in both official languages of Canada (French and English).



## 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.

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](https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/tous) Manual (<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/tous>) issued by Public Works and Government Services Canada.

#### 4.1 General Conditions

2010B (2015-09-03) 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 date of Contract to March 31<sup>st</sup>, 2017 inclusive.

#### 5.2 Options

##### 5.2.1. Optional Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex “A”: Statement of Work and Annex “B”: Basis of Payment, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

##### 5.2.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to a maximum of four (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: Isabelle Legault  
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: 613-990-6807  
Facsimile: 613-990-0081  
E-mail Address: [contracting@osfi-bsif.gc.ca](mailto: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: [to be completed at contract award]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Office of the Superintendent of Financial Institutions  
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.

**6.3 Contractor’s Representative** [to be completed at contract award]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_



## 7. Payment

### 7.1 Basis of Payment

#### 7.1.1. Professional Fees

For the Work described in Part 1 of Section 3: Scope of Work of the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ [redacted] (insert amount at contract award) for the customization of the Assessment Tool. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

For the Work described in Part 2 of Section 3: Scope of Work of the Statement of Work in Annex A:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ [redacted] (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**7.1.2. Total Estimated Contract Price :** [redacted] (insert the sum of the firm price and the limitation of expenditure), GST/HST extra

**7.1.3. GST/HST:** Estimated Cost: \$ \_\_\_\_\_

#### 7.1.4 Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the firm price and per person costs as outlined in Annex B: Basis of Payment to perform all the Work in relation to the contract extension.

### 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 Limitation of Price



SACC Manual Clause C6000C (2011-05-16), Limitation of Price

#### **7.4 Method of Payment**

##### **Monthly Payment**

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

#### **7.5 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.

#### **7.6 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 time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoice including the participants' name;

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  
121 King Street West, 19<sup>th</sup> Floor  
Toronto, ON M5H 3T9

- 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 \_\_\_\_\_, (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 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 (2015-09-03) General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Confidentiality Agreement
- (f) 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)*)

## 8. Joint Venture Contractor

**8.1** 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)*

**8.2** With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

**8.2.1.** \_\_\_\_\_ 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;

**8.2.2.** 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

**8.2.3.** all payments made by Canada to the representative member will act as a release by all the members.

**8.3** 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.

**8.4** All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

**8.5** 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.

**8.6** The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

## 9. Professional Services – General



- 9.1** 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.
- 9.2** 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).
- 9.3** 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.
- 9.4** 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.
- 9.5** 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.

## **10. Safeguarding Electronic Media**

- 10.1** 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.
- 10.2** 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.

## **11. 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.

## **12. Confidentiality of Information**





- 12.1** 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.
- 12.2** 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.
- 12.3** 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

## **17. Dispute Resolution Services**

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

## **18. 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 Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## Annex “A” – Statement of Work

### 1. Introduction

In order to be able to continuously improve its overall Leadership cadre, OSFI would like to establish an ongoing 360 feedback assessment program. OSFI requires a contractor to provide a 360 feedback assessment program that would allow People Managers at all levels to participate in the program at a time that's convenient for them. All assessment questionnaires would be completed electronically and certified coaches would then hold coaching sessions with the participants to interpret the results and provide suggestions for personal development. The program would be coordinated by OSFI's Learning and Development department. OSFI estimates up to 30 employees participating in the assessment each fiscal year.

### 2. Objective

The objective of the 360 assessment tool is to provide OSFI's People Managers, at all levels within the organization, a means to obtain feedback on their leadership behaviours in efforts to improve their overall leadership performance. OSFI is looking to make an electronic tool and subsequent coaching sessions available to its managers at any time so there is flexibility in when they can choose to participate.

### 3. Scope of Work

The final assessment tool must be available to all OSFI people managers who are located in offices in Ottawa, Montreal, Vancouver and Toronto. The 360 tool must be available in both English and French and must be completed electronically. With that in mind, the scope of work for this SOW falls under three (3) categories:

1) **Customization and setup:** Prior to offering the tool to managers, the assessment tool questions must be customized so that they support OSFI's behavioural competencies as best as possible. The tool must also be made available electronically and hosted from a remote site. The full assessment tool and any related correspondence must be provided in both French and English.

#### 2) **Delivery:**

The vendor must provide each participant with a copy of his/her assessment results report (electronically or otherwise) in the language of their choice.

Upon completion of each assessment, the vendor must deliver a coaching program for each participant, in the participant's language of choice. Coaching must provide a means for each participant to interpret his/her assessment results, confirm areas of strength and development and form strategies to support improved leadership performance. Coaching sessions can be conducted in person, by phone or videoconference. Coaches will be expected to become familiar with OSFI's Behavioural Competency Dictionary and relevant competencies which are most closely related to Leadership qualities. Coaches must also ensure that all learning strategies agreed upon in the coaching sessions are captured on the participant's individual Learning Plan, and progress tracked.

3) **Reporting:** On an as and requested basis, the vendor may be asked to share trends/themes they're seeing within OSFI's collective responses for a given timeframe, while keeping all individual results private. A roll-up of question results must be included in this report, as well as a comparison to a normative database, comparing both private and public sector profiles.

### 4. Deliverables and Schedule

OSFI estimates up to 30 assessments to be completed each fiscal year. This is subject to increases should the amount of employees increase. The deliverables associated with each stage of the scope of work are below.



### 1) Customization and setup – to be completed within 4 weeks from Contract Award

- List of questions to review for customization purposes.
- List of customized questions – to be developed in consultation with Senior Manager, Learning & Development so that they align as best as possible with OSFI's behavioural competencies.
- Electronic tool loaded with the list of customized questions (French and English)

### 2) Delivery:

OSFI's Learning & Development Senior Manager will provide an orientation session to the coaches in order for them to become familiar with OSFI's Behavioural Competencies and Performance Management Process. Attendance at this session is mandatory.

Upon completion of an assessment, each participant to receive:

- a copy of his/her results, electronic or otherwise, in the language of choice (English or French)
- coaching program in the language of the employee's choice.

Coaches must also ensure that all learning strategies agreed upon in the coaching sessions are captured on the participant's individual Learning Plan, and progress tracked.

Within two weeks after the assessment is completed, the contractor must contact the employee to schedule the initial coaching session. The initial coaching session must be held within one month after the assessment is completed, subject to the participant's availability.

### 3) Reporting:

In April of each year, the vendor may be asked to provide a report that includes a roll-up of responses provided by OSFI participants during the fiscal year (year ending March 31<sup>st</sup>), or an agreed-to timeframe. The report must identify trends/themes within the responses and suggestions (if any) to help improve and/or support the overall Leadership cadre at OSFI. The Vendor must also provide a comparison of OSFI data to a normative database, with comparisons to both public and private sector profiles.

## 5. Technical Environment

The tool must be viewable with the following (without upgrades):

Internet Explorer 9, with ability to upgrade to IE11  
Java version 7 update 67  
Flash 15.0.0.223

No other plug-ins permitted.

## 6. Method of Acceptance

**1) Customization & Set-up:** 1. Up to 3 testers from OSFI will test the assessment tool using OSFI systems and equipment prior to launching tool OSFI-wide. The tool will be accepted once the final electronic assessment tested in English and French without errors-either in questions or technical functionality.

**2) Delivery:** 1. Employees receive assessment reports. 2. Coaching provided in English or French by coaches who are certified to administer the assessment tool or are certified coaches.

**3) Reporting:** Report submitted to OSFI in April of each year after year-end (March 31<sup>st</sup>) to be shared with OSFI Executive.

## 7. Optional Deliverables

The following deliverables will be included as options under the contract. Should OSFI choose to exercise the option for these services, the contract will be amended accordingly.



1. Separate tool for Executive level employees
2. Certification to be provided to OSFI Employees



**Annex “B” – Basis of Payment** ([to be completed at contract award])



**Annex "C" – Confidentiality Agreement**

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

**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 \_\_\_\_\_, 2016.

**CONTRACTOR**

**WITNESS**

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

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

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

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

