



**RETURN BIDS TO :**  
**RETOURNER LES SOUMISSIONS À :**  
Bid Receiving - Réception des soumissions:

Danielle Cameron  
Correctional Service Canada  
340, Laurier West, Ottawa, ON  
6<sup>th</sup> Floor  
K1A 0P9

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal to: Correctional Service Canada**

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

**Proposition à: Service Correctionnel du Canada**

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

**Comments — Commentaires :**

**Vendor/Firm Name and Address —**  
**Raison sociale et adresse du fournisseur/de**  
**l'entrepreneur :**

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Telephone # — N° de Téléphone :

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Fax # — No de télécopieur :

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Email / Courriel : \_\_\_\_\_

GST # or SIN or Business # — N° de TPS  
ou NAS ou N° d'entreprise :

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|   |   |
|---|---|
| <b>Title — Sujet:</b><br><b>Credit Reporting Services</b>   |   |
| <b>Solicitation No. — N° de l'invitation</b><br><b>21120-16-2322070</b>   | <b>Date:</b><br><b>June 14, 2016</b>                              |
| <b>Client Reference No. — N° de Référence du Client</b><br><b>21120-16-2322070</b>  |   |
| <b>GETS Reference No. — N° de Référence de SEAG</b>   |   |
| <b>Solicitation Closes — L'invitation prend fin</b><br><b>at /à : 2 :00pm EDT</b><br><b>on / le : July 26th, 2016</b>   |   |
| <b>F.O.B. — F.A.B.</b><br>Plant – Usine:                      Destination:                      Other-Autre:  |   |
| <b>Address Enquiries to — Soumettre toutes questions à:</b><br><br>Danielle Cameron<br><a href="mailto:Danielle.Cameron@csc-scc.gc.ca">Danielle.Cameron@csc-scc.gc.ca</a>           |   |
| <b>Telephone No. — N° de téléphone:</b><br><b>(613) 943-5222</b>  | <b>Fax No. — N° de télécopieur:</b><br><b>(613) 992-1217</b>      |
| <b>Destination of Goods, Services and Construction:</b><br><b>Destination des biens, services et construction:</b><br><br><b>340 Laurier Ave, West</b><br><b>Ottawa, ON K1A 0P9</b> |   |
| <b>Instructions: See Herein</b><br><b>Instructions : Voir aux présentes</b>   |   |
| <b>Delivery Required — Livraison exigée : See herein</b>  | <b>Delivery Offered – Livraison proposée : Voir aux présentes</b> |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>                          |   |
| <hr/>   |   |
| Name / Nom  | Title / Titre   |
| <hr/>   |   |
| Signature   | Date  |
| <hr/>   |   |
| (Sign and return cover page with bid proposal /<br>Signer et retourner la page de couverture avec la proposition)   |   |



## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Statement of Work
3. Revision of Departmental Name
4. Debriefings
5. Procurement Ombudsman

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries, Bid Solicitation
4. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection
3. Insurance

### **PART 5 - CERTIFICATIONS**

1. Certifications Required with the Bid

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Termination on Thirty Days Notice
12. Insurance
13. Ownership Control
14. Closure of Government Facilities
15. Tuberculosis Testing
16. Compliance with CSC Policies
17. Health and Labour Conditions
18. Identification Protocol Responsibilities
19. Dispute Resolution Services



- 20. Contract Administration
- 21. Privacy
- 22. Proactive Disclosure of Contracts with Former Public Servants

**List of Annexes:**

- Annex A – Statement of Work
- Annex B – Proposed Basis of Payment
- Annex C – Evaluation Criteria



## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement applicable to this contract.

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

The Work to be performed is detailed under **Annex A – Statement of Work** of the resulting contract clauses.

### **3. Revision of Departmental Name**

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

### **4. Debriefings**

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

### **5. Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them 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). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## **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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, do not form part of and not apply to the bid solicitation. All other subsections of '01 Integrity Provisions – Bid', form part of and apply to 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 (120) days

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

Bids must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

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

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

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. 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**

CSC requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid: **three (3) hard copies**

Section II: Financial Bid: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

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

**Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.**

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

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. 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 should:

- i. use 8.5 x 11 inch (206 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. 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, duo tangs or binders.

### **2. 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.

### **3. Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in **Annex B - Proposed Basis of Payment**. The total amount of Applicable Taxes must be shown separately.

See Annex B – Proposed Basis of Payment for the Pricing Schedule format.

### **4. Section III: Certifications**

Bidders must submit the certifications required under **Part 5 - Certifications**.



## 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 CSC will evaluate the bids.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex C – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

#### 1.2 Financial Evaluation

Proposals containing a financial bid other than the one requested at **Article 3. Section II: Financial Bid** of **PART 3 – BID PREPARATION INSTRUCTIONS** will be declared non-compliant.

- 1.2.1 The purpose of the financial evaluation is to determine the averaged, query price, based on the all inclusive firm unit price(s) submitted in **Annex B – Proposed Basis of Payment**.

- 1.2.2 Averaged weighted query price Calculation:

Bids will be evaluated on the averaged, weighted query price basis for the contract period and the optional periods combined.

- 1.2.2.1 To determine the averaged weighted query price, calculation will be as follows:

- a) The initial\* query price(s) for the contract period, including the optional periods, will be added; and
- b) The secondary\*\* query price(s) for the contract period, including the optional periods, will be added; and

\*Initial Query: An initial query is identified as the first attempt to retrieve a consumer credit report.

\*\*Secondary Query: A secondary query is identified as any additional attempt to obtain a consumer credit report in cases where the initial query does not work. A secondary query consists of, but is not limited to, providing additional information on an individual (other names used, old addresses etc.) that was not available when the initial query was made.

- c) The sums of the initial query price(s) **and** the secondary query price(s) **will each be divided** by the number of one (1) year periods, including the option periods (in this case: one (1) firm year + three (3) optional years = 4); and
- d) The averaged initial query price **and** the averaged secondary query price will be weighted as follows:
  - \*Initial Query: 85%
  - \*\*Secondary Query: 15%





- e) The weighted initial query price and the weighted secondary query price will be added to determine the **averaged weighted query price**.

## 2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the **lowest averaged weighted query price** will be recommended for award of a contract.

The tables below illustrate an example where all three bids are responsive and the selection of the contractor is determined by the **lowest averaged weighted query price**. In that example, **Bidder #3** is the winner:

### Bidder #1

|                 | A                  | B           | C           | D           | E =<br>(A+B+C+D /<br>4) | F<br>85% Initial<br>15% secondary | G = (E x F)                         |
|-----------------|--------------------|-------------|-------------|-------------|-------------------------|-----------------------------------|-------------------------------------|
|                 | Contract<br>Period | Option<br>1 | Option<br>2 | Option<br>3 | Average                 | Weight                            | Averaged<br>Weighted Query<br>Price |
| Initial query   | \$7.00             | \$8.00      | \$9.00      | \$10.00     | \$8.50                  | 0.85                              | \$7.22                              |
| Secondary query | \$2.00             | \$3.00      | \$4.00      | \$5.00      | \$3.50                  | 0.15                              | \$0.52                              |
|                 |                    |             |             |             |                         |                                   | <b>\$7.75</b>                       |

### Bidder #2

|                 | A                  | B           | C           | D           | E =<br>(A+B+C+D /<br>4) | F<br>85% Initial<br>15% secondary | G = (E x F)                         |
|-----------------|--------------------|-------------|-------------|-------------|-------------------------|-----------------------------------|-------------------------------------|
|                 | Contract<br>Period | Option<br>1 | Option<br>2 | Option<br>3 | Average                 | Weight                            | Averaged<br>Weighted Query<br>Price |
| Initial query   | \$8.00             | \$8.25      | \$8.75      | \$9.00      | \$8.50                  | 0.85                              | \$7.23                              |
| Secondary query | \$2.00             | \$2.25      | \$2.75      | \$3.00      | \$2.50                  | 0.15                              | \$0.38                              |
|                 |                    |             |             |             |                         |                                   | <b>\$7.61</b>                       |

### Bidder #3 - Winner

|                 | A                  | B           | C           | D           | E =<br>(A+B+C+D /<br>4) | F<br>85% Initial<br>15% secondary | G = (E x F)                         |
|-----------------|--------------------|-------------|-------------|-------------|-------------------------|-----------------------------------|-------------------------------------|
|                 | Contract<br>Period | Option<br>1 | Option<br>2 | Option<br>3 | Average                 | Weight                            | Averaged<br>Weighted Query<br>Price |
| Initial query   | \$6.00             | \$7.00      | \$8.00      | \$9.00      | \$7.50                  | 0.85                              | \$6.38                              |
| Secondary query | \$4.00             | \$5.00      | \$6.00      | \$7.00      | \$5.50                  | 0.15                              | \$0.83                              |
|                 |                    |             |             |             |                         |                                   | <b>\$7.21</b>                       |

\*The prices shown in the tables above are fictitious and used for the sole purpose of providing a calculation example. They must not be construed as a suggestion of what the prices should be.



A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest averaged weighted price will be recommended for award of a contract.

Should there be multiple compliant bids from companies with the same lowest averaged weighted price; the contract will be awarded according to the following methodology:

- The responsive bid received first by the date and time will be recommended for award of a contract.



## PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive or will declare a contractor in default of carrying out any of its obligations under the Contract if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

#### 1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

#### 1.2 Former Public Servant Certification

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

#### Definitions

For the purposes of this clause,

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

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



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

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

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension?

**YES** ( ) **NO** ( )

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

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

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

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? **YES** ( ) **NO** ( ) .

If so, the Bidder must provide the following information:

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

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



### **1.3 Reporting**

By submitting a bid, the Bidder certifies that, should it be awarded the contract as a result of the bid solicitation, the consumer credit report must be made available on an instantaneous basis.

### **1.4 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.



## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement applicable to this contract.

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

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

### **3. 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://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

#### **3.1 General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

**Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of ‘2010B 31 Integrity Provisions – Contract’, will form part of the Contract.**

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from date of Contract Award to March 31, 2017 inclusive.

#### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) 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 five (5) 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.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Danielle Cameron  
Title: Procurement Officer



Correctional Service Canada  
Branch/Directorate: Contracting and Materiel Services  
Telephone: 613-943-5222  
Facsimile: 613-992-1217  
E-mail address: [Danielle.Cameron@csc-scc.gc.ca](mailto:Danielle.Cameron@csc-scc.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.

## 5.2 Project Authority *(to be entered at Contract Award)*

The Project Authority for the Contract is:

Name:  
Title:  
Correctional Service Canada  
Branch/Directorate:  
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.

## 5.3 Contractor's Representative *(to be entered at Contract Award)*

The Authorized Contractor's Representative is:

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

## 6. Payment

### 6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as specified in **Annex B – Basis of Payment**. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.



## 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be entered at Contract Award). Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the 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.
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.

## 6.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; and
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

## 6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification  
SACC Manual clause C0705C (2010-01-11), Discretionary Audit

## 6.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

## 6.6 Payment by Credit Cards

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

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





## **7. Invoicing Instructions**

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.

Invoices must be distributed as follows:

*to be entered at contract award*

## **8. Certifications**

### **8.1 Certification of Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or 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.

## **9. Applicable Laws**

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

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*to be inserted at contract award*)

## **11. Termination on Thirty Days Notice**

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## **12. Insurance**

SACC Manual clause G1005C (2016-01-28), Insurance – No Specific Requirement



### **13. Ownership Control**

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

### **14. Closure of Government Facilities**

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

### **15. Tuberculosis Testing**

- 15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

### **16. Compliance with CSC Policies**

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.



16.3 Details on existing CSC policies can be found at: [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

## **17. Health and Labour Conditions**

17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

## **18. Identification Protocol Responsibilities**

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

## **19. 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 for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicability of a term and condition of this contract. The Office of 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).



## **20. Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of 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).

## **21. Privacy**

21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

## **22. Proactive Disclosure of Contracts with Former Public Servants**

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

## **ANNEX A – Statement of Work**

### **1.0 Background**

The Government of Canada approved a new Standard on Security Screening, a supporting instrument to the Policy on Government Security, which came into effect on October 20, 2014. The new Standard requires that credit checks be conducted for all individuals undergoing security screening. The purpose of the credit check (financial inquiry) is to provide information on the individual's identity, credit history, liens, judgements and bankruptcy, in order to identify and reduce risk to government security. As a result of this, Correctional Services Canada (CSC) is seeking the services of a credit report agency with extensive government experience to provide credit reporting services as a component of the security screening process on requested individuals to support the implementation to the Standard.

### **2.0 Objectives:**

Correctional Services Canada requires the services of a credit reporting agency to provide complete, accurate and current consumer credit reports on individuals undergoing a security screening process. Credit reporting services will respect federal and provincial legal, privacy and security imperatives and be delivered in an efficient and effective manner.

### **3.0 Scope**

Correctional Services Canada requires automated credit reporting services on an ongoing basis to provide consumer credit reports on individuals in support of the Government of Canada security screening process. Correctional Services Canada expects to require approximately 12,000 consumer credit reports on individuals per year.

### **4.0 Tasks:**

The Contractor must provide approximately 12000 consumer credit reports annually which would include the elements described below.

**4.1** The web based-platform must allow the user to input the following, but not limited to, information to make a query to obtain a consumer credit report:

- i. Surname
- ii. Given names
- iii. Address (# and street, city, province, state, country)
- iv. Postal code
- v. Date of Birth
- vi. 2<sup>nd</sup> address
- vii. Phone number

**4.1.1** Consumer credit reports must be made available on an instantaneous basis. There may be certain circumstances when an extended period\* of time will be required for out of country checks to be conducted.

\*Extended period shall be defined as a period of time up to a maximum of two (2) weeks after a query has been made.

**4.2** The consumer credit report must include, but is not limited to, the following elements:

- i. date of report;
- ii. individual's name and any known aliases;
- iii. individual's date of birth;
- iv. date of last inquiry on file;

- v. individual's current address and telephone number;
- vi. previous addresses on file, reported employment;
- vii. file summary (includes: total number of legal items & bankruptcies & collections & collections inquiries, all with date of most current, total available credit to consumer, running credit balance, total post due, total payments, number of accounts, number of accounts with negative rating, number of accounts paid, breakdown of running balances by Instalment, Revolving, Open and Mortgage, date of oldest account and newest account opened, total number of Registered Items);
- viii. special messages - i.e. fraud alert, ID mismatch alert;
- ix. banking information: ID number, name and phone number of institution, date of information, date of account opening, narrative;
- x. trades and mortgages: ID number, name and phone number of institution, date of information, date of account opening, date of last activity, payment pattern, credit limit/high credit, balance owing, amount past due at time of report, terms of payment including amount and frequency, narrative;
- xi. bankruptcy information/consumer proposal: date of information, date of bankruptcy(ies), trustee, assets, liabilities, discharges with date;
- xii. legal items: date of information, date of court action, court information, plaintiff's name, amount, balance, comments;
- xiii. collections information: date of information, date of collections action, collection agency information, amount, balance, comments;
- xiv. inquiries: date, agency;
- xv. comments on file

#### 4.3 The Contractor must provide:

- 4.3.1 A web based applications and all new versions of upgrade introduced to systems with no disruption in service;
- 4.3.2 Information encryption for data transmission purposes including, at a minimum, Transport Layer Security (TLS);
- 4.3.3 A minimum of sixty (60) days notice should the Contractor decide to change the format in which information is transmitted or received;
- 4.3.4 Provide CSC with online/computer based training (CBT) and/or Technical Support training on the use of system/web based application and analysis of credit reports;
- 4.3.5 The ability to provide telephone and internet services should the online system fail;
- 4.3.6 A hard copy billing report of each query, for invoice payment on a monthly basis.

#### 4.4 The Contractor must provide technical support and support for interpretation of reports by telephone, Monday to Friday (excluding statutory holidays) from 8:00 to 17:00 Eastern Standard Time (EST).

#### 4.5 Unless otherwise indicated by the Project Authority (PA), the Contractor must provide two (2) training sessions per year. These training sessions will be for new CSC employees using the web based-platform and for CSC personnel, selected by the PA, when amendments to credit information have been made to the consumer credit reports.

#### 4.6 The Contractor must ensure that any credit inquiry for government screening purposes is “**masked/soft query**” to ensure no adverse influence from a subsequent review of an individual's credit status by a credit grantor.

### 5.0 Deliverables:

The Contractor must provide full consumer credit report that includes all elements as outlined in section **4.2 Tasks** of Annex A – Statement of Work.

The Contractor must provide additional information within a consumer credit report (ex. High Risk Fraud Alerts) if requested by the PA.

**6.0 Language of Work:**

The consumer credit reports must be in English.

## ANNEX B – Proposed Basis of Payment

### 1.0 Contract Period

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in **Annex A - Statement of Work**, the Contractor will be paid the all inclusive firm per diem rate(s) below in the performance of this Contract, Applicable Taxes extra.

| <b>1.1 CONTRACT PERIOD (CONTRACT AWARD to 31-MAR-2017)</b> |                        |                                       |
|--|------------------------|---------------------------------------|
| <b>Description</b>   | <b>Firm Unit Price</b> | <b>Estimated number of queries***</b> |
| *Initial Query   | \$ _____               | 2 550                                 |
| **Secondary Query  | \$ _____               | 450                                   |

\*Initial Query: An initial query is identified as the first attempt to retrieve a consumer credit report.

\*\*Secondary Query: A secondary query is identified as any additional attempt to obtain a consumer credit report in cases where the initial query does not work. A secondary query consist of, but is not limited to, providing additional information on an individual (other names used, old addresses etc.) that was not available when the initial query was made.

\*\*\* This does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this estimate.

### 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with **Article 4.2 Options to Extend Contract**, the Contractor will be paid the firm all inclusive Firm Unit Price(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

| <b>2.1 - OPTION YEAR 1 (01-APR-2017 to 31-MAR-2018)</b> |                        |                                       |
|---|------------------------|---------------------------------------|
| <b>Description</b>                                      | <b>Firm Unit Price</b> | <b>Estimated number of queries***</b> |
| Initial Query   | \$ _____               | 2 550                                 |
| Secondary Query   | \$ _____               | 450                                   |



| <b>2.2 - OPTION YEAR 2 (01-APR-2018 to 31-MAR-2019)</b> |                        |                                       |
|---|------------------------|---------------------------------------|
| <b>Description</b>                                      | <b>Firm Unit Price</b> | <b>Estimated number of queries***</b> |
| Initial Query   | \$ _____               | 2 550                                 |
| Secondary Query   | \$ _____               | 450                                   |

| <b>2.3 – OPTION YEAR 3 (01-APR-2019 to 31-MAR-2020)</b> |                        |                                       |
|---|------------------------|---------------------------------------|
| <b>Description</b>                                      | <b>Firm Unit Price</b> | <b>Estimated number of queries***</b> |
| Initial Query   | \$ _____               | 2 550                                 |
| Secondary Query   | \$ _____               | 450                                   |

### **3.0 Applicable Taxes**

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$ \_\_\_\_\_ (*to be entered at Contract Award*) are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

### **4.0 Payment by Credit Card**

Canada requests that bidders complete one of the following:

- (a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment.

The following credit card(s) are accepted:

- Master Card

- (b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment.

The bidder is not obligated to accept payment by credit card.

Acceptance of credit cards for payment will not be considered as an evaluation criteria.



## Annex C - Evaluation Criteria

### 1.0 Technical Evaluation:

1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

**It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.**

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.4 Response Format:

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

1.5 For evaluation purposes:

- (a) "where" means the name of the employer as well as the position/title held by the proposed bidder;
- (b) "when" means the start date and end date (e.g. from January, 2000 to March, 2002) of the period during which the proposed bidder acquired the qualification/experience; and
- (c) "how" means a clear description of the activities performed and the responsibilities assigned to the bidder under this position and during this period.

| #  | Mandatory Technical Criteria  | Bidder Response Description (Include location in bid by inserting the page #) |
|----|---|---|
| M1 | Within the last five (5) years, the Bidder must have undertaken and completed a minimum of two (2) projects with a government department* in the provision of credit checks and the delivery of consumer credit reports (while acting in accordance with Provincial and Federal legislation, such as Personal Information Protection and Electronic Documents Act). |   |



|    |  |  |
|----|--|--|
|    | <p>*Government department is defined as any Canadian provincial or federal department/agency.</p> <p><b>Bidders must provide</b>, at a minimum, the following details about each project submitted:</p> <ol style="list-style-type: none"><li>1. Where (client name, organization name and address);</li><li>2. When (start and end dates of the engagement);</li><li>3. How (details about the work performed during the engagement) the stated experience was obtained;</li><li>4. A reference (including name, organization, phone number) who can attest the work/experience claimed.</li></ol>  |  |
| M2 | <p>The Bidder must provide a sample consumer credit report to demonstrate compliance with M2.</p> <p>The Bidder's consumer credit report must include the following:</p> <ul style="list-style-type: none"><li>• date of report;</li><li>• individual's name and any known aliases;</li><li>• individual's date of birth;</li><li>• date of last inquiry on file;</li><li>• individual's current address and telephone number;</li><li>• previous addresses on file, reported employment;</li><li>• file summary (includes: total number of legal items &amp; bankruptcies &amp; collections &amp; collections inquiries, all with date of most current, total available credit to consumer, running credit balance, total post due, total payments, number of accounts, number of accounts with negative rating, number of accounts paid, breakdown of running balances by Instalment, Revolving, Open and Mortgage, date of oldest account and newest account opened, total number of Registered Items);</li><li>• special messages - i.e. fraud alert, ID mismatch alert;</li><li>• banking information: ID number, name and phone number of institution, date of information, date of account opening, narrative;</li><li>• trades and mortgages: ID number, name and phone number of institution, date of information, date of account opening, date of last activity, payment pattern, credit limit/high credit, balance owing, amount past due at time of report, terms of payment including amount and frequency, narrative;</li><li>• bankruptcy information/consumer proposal: date of information, date of bankruptcy(ies), trustee, assets, liabilities, discharges with date;</li><li>• legal items: date of information, date of court action, court information, plaintiff's name, amount, balance, comments;</li><li>• collections information: date of information, date of collections action, collection agency information, amount, balance, comments;</li></ul> |  |



|    |  |  |
|----|--|--|
|    | <ul style="list-style-type: none"><li>• inquiries: date, agency;</li><li>• comments on file.</li></ul> |  |
| M3 | The consumer credit reports must be made available through the use of a web based-platform.            |  |