# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Office of the Superintendent of Financial Institutions Canada Procurement and Contracting 255 Albert Street, 12<sup>th</sup> floor Ottawa. ON K1A 0H2

Email: Contracting@osfti-bsif.gc.ca

Bureau du surintendant des institutions financières Canada Achats et contrats

255 rue Albert, 12<sup>e</sup> étage Ottawa, Ontario, K1A 0H2

Courriel: contracting@osfi-bsif.gc.ca

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Comments - Commentaires** 

## Proposal To: The Office of the Superintendent of Financial Institutions 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.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

## Proposition au : Bureau du surintendant des institutions financières Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

- le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
- cette soumission est valide pour la période exigée dans la demande de soumissions;
- tous les renseignements figurant dans la soumission sont complètes, véridiques et exacts; et
- 4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

| Title – Sujet   |                             |               |  |  |
|---|-----------------------------|---------------|--|--|
| Translation Services  | •                           |               |  |  |
| Sollicitation No. – N° de l'invitation  |                             |               | Date   |  |
| 20160058  |                             |               | June 22nd, 2016                                    |  |
| Client Reference No. – N° référence   | du cl                       | ient          |  |  |
| 20160058  |                             |               |  |  |
| GETS Reference No. – N° de référen  | nce de                      | SEAC          | 3  |  |
| 20160058  |                             |               |  |  |
| Solicitation Closes Time Zone L'invitation prend fin Fuseau horaire   |                             |               | 4 <del>- 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -</del> |  |
| at – à 02 :00 PM – 14h00  | Eastern Daylight Time (EDT) |               | ern Daylight Time (EDT)                            |  |
| AL.   |                             | Heur          | re avancée de l'Est (HAE)                          |  |
| F.O.B F.A.B. Plant-Usine:  Destination:   |                             |               |  |  |
| Address inquiries to - Adresser tou   | ıte dei                     | mande         | e de renseignements à :                            |  |
| Isabelle Legault  |                             |               |  |  |
| Area code and Telephone No.  Code regional et N° de téléphone  Code regional et N° de téléphone  Code regional et N° de téléphone  N° de télécopieur / courriel |                             | 1017 0 111011 |  |  |
| 613-990-6807  | 90-6807 613-990-0081        |               |  |  |
| Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :   |                             |               |  |  |
|   |                             |               |  |  |

Instructions: See Herein
Instructions: Voir aux présentes

Signature

| Delivery required -Livraison exigée  | Delivery offered -Livraison proposée   |
|--|--|
| See Herein - Voir aux présentes  |  |
| Jurisdiction of Contract: Province in Canada jurisdiction applicable to any resulting contract |  |
| Compétence du contrat : Province du Canadaura les compétences sur tout contrat subséq demande) |  |
|  |  |
| Vendor/firm Name and Address<br>Raison sociale et addresse du fournisseur/                     | de l'entrepreneur                      |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Telephone No N° de téléphone   |  |
| e-mail - courriel  |  |
| Name and title of person authorized to s   | sign on behalf of Vendor/firm (type or |
| print) Nom et titre de la personne autorisée à s   | signer au nom du fournisseur/de        |
| l'entrepreneur (taper ou écrire en caractèr  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Date



Office of the Superintendent of Financial Institutions Canada

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## **PART 1 - GENERAL INFORMATION**

#### 1.1 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 7 - Resulting Contract Clauses.

## 1.2 Statement of Work

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

## 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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**

## 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) 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 (2016-04-04) <u>Standard Instructions</u> - Goods or Services - Competitive Requirements <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/19">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/19</a> are incorporated by reference into and form part of the bid solicitation.

#### 2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

Bids must be delivered to the following email address by the time and date indicated below: At 02:00 PM On August 2<sup>nd</sup>, 2016 Time Zone: Eastern Daylight Time (EDT)

Email address for submitting your bid: contracting@osfi-bsif.gc.ca

For bid transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

## 2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

#### 2.4 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**

#### 3.1 Bid Preparation Instructions

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)
Section IV: Additional Information (1 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 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

#### 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.

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

No prices must be indicated in the technical proposal.

**Résumés for Proposed Resources**: Where the experience, education or other qualifications (including professional designation or membership requirements) of proposed individuals will be evaluated, the résumé of each proposed individual should be included in the technical bid.

**Personnel Security:** Where there is a personnel security requirement, résumés should state the current level of personnel security held by the proposed individual(s) and their corresponding Canadian Industrial Security Directorate (CISD) file number(s).

**Education:** Where the education of a proposed individual will be evaluated, Canada will only consider academic credentials obtained from a recognized\* Canadian university, college or high school, or the equivalent for credentials obtained outside Canada, as established by a recognized\* Canadian academic credentials assessment service. (\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <a href="http://www.cicic.ca/2/home.canada">http://www.cicic.ca/2/home.canada</a>.)

Attachment 1 to Part 4: Technical Evaluation Criteria, contains additional instructions that bidders should consider when preparing their technical bid.

#### Section II: Financial Bid

- II1 Bidders must submit their financial bid in accordance with Attachment 2 to Part 4: Financial Evaluation Pricing Schedule. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- II2 Bidders must submit their rates FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- II3 When preparing their financial bid, bidders should review the basis of payment in Annex B Basis of Payment.

Bidders should include the following information in their financial bid:

1) Their legal name;

- 2) Their Procurement Business Number (PBN); and
- 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
  - a) their bid; and
  - b) any contract that may result from their bid.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5, including the attachments to Part 5.

Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

#### Section IV: Additional Information

Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 4 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

#### Address:

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

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

#### 4.1 EVALUATION PROCEDURES

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) In addition to any other time periods established in the bid solicitation:
- i. **Requests for Clarifications**: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- ii. **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 working days 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.
- iii. **Requests for Further Information**: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions Goods or Services Competitive Requirements:
  - A. verify any or all information provided by the Bidder in its bid; or
  - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.

iv. **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 4.1.1 Technical Evaluation

### 4.1.1.1 Mandatory Technical Criteria (Step 1)

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

## 4.1.1.2 Point Rated Technical Criteria (Step 2)

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

Point-rated technical criteria not addressed will be given a score of zero.

## 4.1.2 Financial Evaluation (Step 3)

Refer to Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

- **4.1.2.1** The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties
- **4.1.2.2** The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 4 : Financial Evaluation Pricing Schedule are provided for bid evaluated price determination purposes only. They are not to be

considered as a contract guarantee.

**4.1.2.3** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

## **ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION**

## **Mandatory Technical Criteria (MT)**

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

| Mandatory Requirements  | Cross-Ref to<br>Proposal | Complies<br>Yes / No |
|---|--------------------------|----------------------|
| M.1 – The Bidder must identify the personnel it is proposing to perform the work under the Contract   |                          |                      |
| <ul> <li>M.2 – The Bidder must clearly identify four resources proposed for the work and state the employment relationship between the individual and the company (e.g. employee, sub-Contractor, etc.). The Bidder must also demonstrate through the(( résumé content of each proposed resource that each proposed resource has: <ul> <li>a. Five (5) years or more of experience in translation services from English to French;</li> <li>b. A bachelor degree specialized in translation (as a minimum);</li> <li>c. Be certified member of a recognized provincial or national translator association;</li> <li>d. Experience using MS Office 2003 Suite and MS Office 2010 Suite; and</li> <li>e. Capacity to translate a minimum of 1,500 words a day either from English to French.</li> <li>f. a minimum of four years' experience in the provision of services in at least FOUR of the business areas of:</li> </ul> </li> <li>1. Banking Regulation;</li> </ul> |                          |                      |
| <ol> <li>Insurance Regulation;</li> <li>Pension Plan Regulation;</li> <li>Basel Capital Accord;</li> <li>Actuarial reports and studies;</li> <li>OSFI's Guideline on Minimum Continuing Capital and Surplus (MCCSR);</li> <li>International Financial Reporting Standards (IFRS)</li> </ol>   |                          |                      |
| M.3 – The Bidder must clearly identify 2 resources proposed for the work and state the employment relationship between the individual and the company (e.g. employee, sub-Contractor, etc.). The Bidder must also demonstrate through the résumé content of each proposed resource that each proposed resource has:  a. Five (5) years or more of experience in translation services from French to English;  b. A bachelor degree specialized in translation (as a minimum);  c. Be certified member of a recognized provincial or national translator association;  d. Experience using MS Office 2003 Suite and MS Office 2010 Suite; and  e. Capacity to translate a minimum of 1,500 words a day either from French to English.  |                          |                      |

| f. a minimum of four years' experience in the provision of services in at least FOUR of the business areas of:  1. Banking Regulation;  2. Insurance Regulation;  3. Pension Plan Regulation;  4. Basel Capital Accord;  5. Actuarial reports and studies;  6. OSFI's Guideline on Minimum Continuing Capital and Surplus (MCCSR);  7. International Financial Reporting Standards (IFRS)  M.4 – The Bidder must provide one (1) sample of previous translation achievements using the business areas in M2 for each proposed resource submitted under M2. |  |
|--|--|
| The Bidder must provide the following information on each sample: a. A brief description b. A brief description of the proposed individual(s) contribution c. The intended audience d. When the work was carried out e. The client and the client's telephone number for whom the work was performed.  |  |
| M.5— The Bidder must provide one (1) sample of previous translation achievements using the business areas in M3 for one (1) of the proposed resource submitted under M3.   |  |
| The Bidder must provide the following information on each sample:  |  |
| <ul> <li>a. A brief description</li> <li>b. A brief description of the proposed individual(s) contribution</li> <li>c. The intended audience</li> <li>d. When the work was carried out</li> <li>e. The client and the client's telephone number for whom the work was performed.</li> </ul>  |  |
| M.6 – The bidder must possess a license to the software Logiterm and each resource must have a minimum of one year of experience using   |  |
| Logiterm.  M.7 - Bidder must describe its process for ensuring translation quality control on a continuous basis and ensuring continuity of service.  M.8 - Bidder must describe its process for managing translation  |  |
| requests and documents to be translated, including, prioritization, multipart documents, and version control.  |  |

#### **RATED REQUIREMENTS**

Office of the Superintendent of

Financial Institutions Canada

The Bidder should demonstrate experience and qualifications with each one of the following requirements, some of which use information provided for Mandatory requirements. The experience demonstrated will be evaluated and scored in accordance with specific evaluation criteria detailed hereafter.

Proposals which do not achieve the minimum pass marks stated in the tables will be deemed non-compliant and will not be considered further. NOTE that there are individual pass marks for the various criteria, and these must be achieved or exceeded in each case. If any individual pass mark is not achieved, the proposal will be considered non-compliant and will receive no further consideration; it is not sufficient to merely achieve a total sum of all pass marks in the proposal that meets or exceeds the total sum of the all pass marks required.

Each requirement will be assessed using the criteria stated in the tables.

The bidder is to provide a Description of each one of the points addressed in Point-Rated requirement R.1a to R.5b. The evaluation of the experience will focus on the following:

| Evaluation<br>Criteria | Experience and Qualifications of the Bidder   | MAX<br>POINTS | PASS<br>MARK |
|------------------------|---|---------------|--------------|
| R.1a                   | The Bidder's process submitted under M7 for ensuring translation quality control services on a continuous basis:  8 points - The process to ensure translation quality control services is thoroughly described, in detail including existing corporate processes and specific measures to be implemented for OSFI;  6 points - The process to ensure translation quality control services is reasonably described with a good level of detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for OSFI  4 points - The process to ensure translation quality control services is described in some detail but does not clearly delineate between existing corporate processes and measures to be implemented specifically for OSFI;  2 points - The process to ensure translation quality control services is poorly described with limited detail or is unclear; or  0 points - The process to ensure translation quality control services is not described. | 8             | 4            |
| R.1b                   | The Bidder's backup plan submitted under M7 for ensuring continuity of service  • 8 points - The backup plan for ensuring continuity of service is thoroughly described, in detail, including existing corporate processes and specific measures to be implemented for OSFI;  | 8             | 4            |



|     | <ul> <li>6 points - The backup plan for ensuring continuity of service is reasonably described with a good level of detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for OSFI</li> <li>4 points - The backup plan for ensuring continuity of service is described in some detail but does not clearly delineate between existing corporate processes and measures to be implemented specifically for OSFI;</li> <li>2 points - The backup plan for ensuring continuity of service is poorly described with limited detail or is unclear; or</li> <li>0 points - The backup plan for ensuring continuity of service is not described.</li> </ul>   |    |    |
|-----|--|----|----|
| R.2 | <ul> <li>The Bidder's process submitted under M8 for managing translation requests and documents to be translated, including, prioritization, multi-part documents, and version control:</li> <li>8 points - The process for managing translation requests and documents to be translated is thoroughly described, in detail, including existing corporate processes and specific measures to be implemented for OSFI;</li> <li>6 points - The process for managing translation requests and documents to be translated is reasonably described with a good level of detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for OSFI;</li> <li>4 points - The process for managing translation requests and documents to be translated is described in some detail but does not clearly delineate between existing corporate processes and measures to be implemented specifically for OSFI;</li> <li>2 points - The process for managing translation requests and documents to be translated is poorly described with limited detail or is unclear; or</li> <li>0 points - The process for managing translation requests and documents to be translated is not described.</li> </ul> | 8  | 4  |
| R.3 | The Bidder's five (5) samples of previous achievements submitted under M4 and M5, demonstrate quality of the translated sentence and paragraph in terms of being the equivalent meaning and format:  1. None of the samples show equivalent meaning and format – 0 points;  2. One of the samples shows equivalent meaning and format – 5 points;  | 20 | 10 |

|       | <ol> <li>Two samples show expected equivalent meaning and format – 10 points;</li> <li>Three samples show expected equivalent meaning and format – 15 points;</li> <li>All samples are of high quality of equivalent meaning and format – 20 points.</li> </ol>  |    |    |
|-------|--|----|----|
| R.5 b | The Bidder's five (5) samples of previous achievements submitted, submitted under M.4 and M5, demonstrate quality of spelling grammar, and punctuation:  1. None of the samples use proper spelling, grammar, and punctuation – 0 points;  2. Only one of the samples applies the proper use of spelling, grammar, and punctuation – 5 points;  3. Two samples apply the proper use of spelling, grammar, and punctuation – 10 points;  4. Three samples apply the proper use of spelling, grammar, and punctuation – 15 points;  5. All samples are of high quality and apply the proper use of spelling, grammar, and punctuation – 20 points. | 20 | 10 |
|       | TOTAL RATED POINTS   | 64 | 32 |

<sup>\*</sup> Each of the pass marks for individual criteria must be achieved in order to be considered.

#### ATTACHMENT 2 TO PART 4 - FINANCIAL EVALUATION - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.
- (b) any travel expenses for travel between the Contractor's place of business and the NCR; and
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

Initial period 1 (contract award date to July 31, 2017) up to a maximum amount not to exceed \$ to be inserted at contract award consisting of \$ to be inserted at contract award consisting or services plus applicable taxes. The following rates will apply to Option Period 1.

| Service  | Approximated number of words <b>(B)</b> | Rates for the initial period of contract (Contract Award date to July 31, 2017) Translation – Cents per word (C) | Extended Price (D)= (B x C) |
|--|---|--|-----------------------------|
| Current work during normal business hours          | 800,000.00                              |  | \$                          |
| Urgent work during normal business hours           | 100,000.00                              |  | \$                          |
| Urgent work during evenings, weekends and holidays | 100,000.00                              |  | \$                          |
| Hourly rate  |   |  |                             |
|  | ·                                       | Total <b>(E)</b>   | \$                          |

<sup>\*</sup>Please note that the number of words used is for financial evaluation only and should not be construed as a guarantee of work.

\*Option Period 1 (August 1, 2017 to July 31, 2018) up to a maximum amount not to exceed \$ to be inserted at contract award at contract award consisting of \$ to be inserted at contract award for services plus applicable taxes. The following rates will apply to Option Period 1.

| Service  | Approximated number of words <b>(B)</b> | Rates for option period 1 Translation – Cents per word <b>(C)</b> | Extended Price<br>(D) = (B x C) |
|--|---|---|---------------------------------|
| Current work during normal business hours          | 800,000.00                              |   | \$                              |
| Urgent work during normal business hours           | 100,000.00                              |   | \$                              |
| Urgent work during evenings, weekends and holidays | 100,000.00                              |   | \$                              |
| Hourly rate  |   |   |                                 |
|  | \$                                      |   |                                 |

<sup>\*</sup>Please note that the number of words used is for financial evaluation only and should not be construed as a guarantee of work.

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\*Option Period 2 (August 1, 2018 to July 31, 2019) up to a maximum amount not to exceed **\$ to be inserted at contract award** at contract award consisting of **\$ to be inserted at contract award** for services plus applicable taxes. The following rates will apply to Option Period 2.

| Service  | Approximated number of words <b>(B)</b> | Rates for option period 2 Translation – Cents per word <b>(C)</b> | Extended Price (D)=(B x C) |
|--|---|---|----------------------------|
| Current work during normal business hours          | 800,000.00                              | , ,   | \$                         |
| Urgent work during normal business hours           | 100,000.00                              |   | \$                         |
| Urgent work during evenings, weekends and holidays | 100,000.00                              |   | \$                         |
| Hourly rate  |   |   |                            |
|  |   | Total (G)   | \$                         |

<sup>\*</sup>Please note that the number of words used is for financial evaluation only and should not be construed as a guarantee of work.

\*Option Period 3 (August 1, 2019 to July 31, 2020) up to a maximum amount not to exceed **\$** to be inserted at contract award consisting of **\$** to be inserted at contract award for services plus applicable taxes. The following rates will apply to Option Period 3.

| Service  | Approximated number of words (B) | Rates for option period 3 Translation – Cents per word <b>(C)</b> | Extended Price (D)=(B x C) |
|--|----------------------------------|---|----------------------------|
| Current work during normal business hours          | 800,000.00                       |   | \$                         |
| Urgent work during normal business hours           | 100,000.00                       |   | \$                         |
| Urgent work during evenings, weekends and holidays | 100,000.00                       |   | \$                         |
| Hourly rate  |                                  |   |                            |
|  |                                  | Total (H)   | \$                         |

<sup>\*</sup>Please note that the number of words used is for financial evaluation only and should not be construed as a guarantee of work.

| Evaluated Price (E+F+G+H) = \$ |  |
|--------------------------------|--|
|--------------------------------|--|

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#### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

## **Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of <u>Standard Instructions</u> 2003 (2016-04-04). The related documentation therein required will assist Canada in confirming that the certifications are true.

## 5.1 Certifications Required with the Bid

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

## 5.1.1 Integrity Provision – Declaration of Convicted Offences

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

#### 5.1.2 Former Public Servant

The Bidder must submit a duly completed **Attachment 1 to Part 5 – Information on Former Canadian Public Servant**, as part of their bid.

#### 5.1.3 Federal Contractors Program for Employment Equity

The Bidder must submit a duly completed **Attachment 2 to Part 5 – Federal Contractors Program for Employment Equity - Certification**, as part of their bid.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the <u>"FCP Limited Eligibility to Bid"</u> list during the period of the Contract.

The Bidder must include as part of their bid a completed Attachment 2 To Part 5 - Federal Contractors Program for Employment Equity - Certification. If the Bidder is a Joint Venture, the Bidder must include as part of their bid a completed Attachment 2 To Part 5 - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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#### ATTACHMENT 1 TO PART 5 - INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

#### **Former Public Servant**

The Bidder must submit a duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant**, as part of their bid.

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.

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

|    | to the <u>Canada Pension Plan Act</u> , R.S., 1985, c.C-8.   |
|----|--|
| B. | 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. |
| C. | Work Force Adjustment Directive  Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes \( \subseteq \text{No} \subseteq \)   |
|    | 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.   |

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## ATTACHMENT 2 TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

## **Federal Contractors Program for Employment Equity**

The Bidder must submit a duly completed **Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification**, as part of their bid.

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website (http://www.labour.gc.ca/eng/standards\_equity/eg/emp/fcp/index.shtml).

| Date | (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)   |
|------|--|
| Com  | lete both A and B.   |
| A.   | heck only one of the following:  A1. The Bidder certifies having no work force in Canada.  |
|      | <ul> <li>A2. The Bidder certifies being a public sector employer.</li> <li>A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act</u>.</li> <li>A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).</li> </ul>   |
|      | <ul> <li>A5. The Bidder has a combined workforce in Canada of 100 or more employees; and         <ul> <li>A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.</li> </ul> </li> <li>OR         <ul> <li>A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.</li> </ul> </li> </ul> |
| B.   | heck only one of the following:  B1. The Bidder is not a Joint Venture.  |
|      | B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)  |

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#### ATTACHMENT 3 TO PART 5 - ADDITIONAL CERTIFICATIONS

#### **Additional Certifications**

Bidders must submit Attachment 3 to Part 5 - Additional Certifications as part of their bid.

## A. Status and Availability of Resources

Office of the Superintendent of

Financial Institutions Canada

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

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

## B. Education and Experience

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

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.

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#### **PART 6 - SECURITY REQUIREMENT**

## 6.1 Security Requirement

- 6.1.1 Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses:
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 Bid Preparation Instructions, Section IV: Additional Information.
- 6.1.2 For additional information on security requirements, bidders should consult the "Security Requirements for Bid Solicitations Instructions for Bidders" (<a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31">http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31</a>) document on the <a href="Departmental Standard Procurement Documents">Departmental Standard Procurement Documents</a> website.

#### PART 7 - RESULTING CONTRACT CLAUSES

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

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

## 3.1 <u>General Conditions</u>

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

## 3.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information

## 4. Security Requirement

4.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of OSFI.

#### 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)

## 4.1.1 <u>Contractor's Site or Premises Requiring Safeguard Measures</u>

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

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

## 5. Term of Contract

## 5.1 Period of the Contract

The period of the Contract is from date of Contract to July 31<sup>st</sup>, 2017 inclusive.

#### 5.2 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 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 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.

## 5.3 Termination on Thirty Days Notice

- 5.3.1 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.
- 5.3.2 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.



#### 6. Authorities

## 6.1 <u>Contracting Authority</u>

The Contracting Authority for the Contract is:

Name: Isabelle Legault

Title: Senior Contracting Officer

Office of the Superintendent of Financial Institutions Canada

Directorate

Address:255 Albert St. Ottawa, ON, K1A 0H8

Telephone: 613-990-6807 Facsimile: 613-998-0081

E-mail address: contracting@osfi-bsif.gc.ca

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

## 6.2 <u>Project Authority</u>

| The Project Authorit | y for the Contract is: <b>to be inserted at contract award.</b> |
|----------------------|---|
| Name:                | _   |
| Title:               |   |
| Office of the Super  | intendent of Financial Institutions Canada                      |
| Directorate:         |   |
| Address:             |   |
| Telephone:           |   |
| Facsimile:           | <del>-</del>  |
| 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 <u>Contractor's Representative</u>

| Name:          |   |
|----------------|---|
| Title:         |   |
| Organization:  |   |
| Address:       |   |
| Геlерhone:     |   |
| -acsimile:     | _ |
| -mail address: |   |

## 7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

#### 8. Payment

## 8.1 Basis of Payment

**8.1.1** 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 \_\_\_\_\_\_(to be inserted at Contract award). Customs duties are included, and Goods and Services Tax or

Harmonized Sales Tax is extra, if applicable.

8.1.2 Total Estimated Contract Price : \_\_\_\_\_ (to be inserted at Contract Award), Applicable taxes extra.

#### 8.2 Limitation of Expenditure

- 8.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_\_. Customs duties are \_\_\_\_\_ (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.
- 8.2.2 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.

8.2.3 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.

#### 8.2.4 Cost Submission

If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor as applicable, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.

The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.

Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

#### 8.3 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 Contractor must repay any overpayment, at Canada's request.

## 8.4 Method of Payment

#### 8.4.1 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:
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

## 8.4.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 12 – Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010B General Conditions – Medium Complexity, Professional Services (2016-04-04).

#### 9 Invoicing Instructions

9.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the



general conditions. Claims cannot be submitted until all work identified in the claim is completed.

- 9.2 Claims must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

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

## 10. Certifications

## 10.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

10.2 <u>Federal Contractors Program for Employment Equity - Default by the Contractor</u>

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

## 11. Applicable Laws

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

## 12. 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) General Conditions 2010B (2016-04-04) Medium Complexity professional Services
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Direct Deposit form
- (g) Annex E, Confidentiality Agreement
- (h) The Contractor's bid dated \_\_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:"as clarified on \_\_\_\_\_." or "as amended on \_\_\_\_\_." and insert date(s) of clarification(s) or amendment(s)).

## 13. <u>Dispute Resolution Services</u>

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.

#### 14 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.

## ANNEX A STATEMENT OF WORK

#### A.1 OVERVIEW

The Office of the Superintendent of Financial Institutions (OSFI) is the primary regulator of federally chartered financial institutions and federally administered pension plans. It was established by an Act of Parliament in 1987.

OSFI supervises and regulates all banks, and all federally incorporated or registered trust and loan companies, insurance companies, cooperative credit associations, fraternal benefit societies and pension plans. Specifically, the Office administers the Bank Act, the Trust and Loan Companies Act, the Cooperative Credit Associations Act, and the Pension Benefits Standards Act.

OSFI also provides actuarial advice to the Government of Canada and conducts reviews of certain provincially chartered financial institutions by virtue of federal-provincial arrangements or through agency agreements with the Canada Deposit Insurance Corporation (CDIC).

For additional information, visit our Web site at: www.osfi-bsif.gc.ca.

#### A.2 GENERAL REQUIREMENT

OSFI has a requirement to establish one contract for Translation Services to support a total work volume that is estimated, at approximately 1,000,000 words per year. Note that, OSFI's preliminary estimate may fluctuate by 20%. OSFI does not guarantee any specific volume of work to any successful Contractor further to this Request for Proposal or during the ensuing "as and when requested" contract(s).

A summary of the translation services that could be provided under this contract are:

English to French Translation (Approximately 95% of volume (950,000 words).

French to English (Approximately 5% of volume (50,000 words).

As a government agency, all written communications from OSFI with the financial institutions and their associations, other federal government departments and agencies, Parliament and the public at large must be presented in both official languages in order to comply with the Official Languages Act.

The information to be translated is almost exclusively destined to a specialized public and may be extremely technical.

#### A.3 SPECIFIC REQUIREMENTS

#### A.3.1Translation Requests

- A.3.1.1 Every request for translation will be assigned a case number by OSFI. All interactions with OSFI regarding the case shall include a reference to the case number (e.g. requests for additional information, delivery of translated documents, invoices, etc.).
- A.3.1.2 All requests for translation will be authorized by the Project Authority. A request for translation from the Project Authority will provide the following information:
  - a. the Translation Service Request Number;
  - b. the details of the work activities to be performed;
  - c. the title of the document:
  - d. the name of the directorate or organization issuing the document;
  - e. the number of words to be translated;
  - f. the urgency of the work;
  - g. the delivery deadline;
  - h. the software and version to use;
  - i. the name of the OSFI technical contact for the work.

- A.3.1.3 The Contractor must not perform any work not duly authorized by the Project Authority. All work performed without the approval of the Project Authority will be at the Contractor's own expense, and OSFI will not be responsible for the payment of such expenses.
- A.3.1.4 In cases where a "cent per word" basis is not applicable to a required translation, the Contractor should submit a request to the OSFI Project Authority to authorize an hourly rate. An example of such a situation would be the translation of a table of separate words, each of which requires some research time to translate.
- A.3.2 Style of Translation and Linguistic Quality
- A.3.2.1 Most requests for translation will fall within the following subject areas:
  - a. Banking;
  - b. Financial regulation;
  - c. Financial supervision;
  - d. Insurance:
  - e. Pension Plans;
  - f. Basel Capital Accord;
  - g. Actuarial reports and studies;
  - h. OSFI's Guideline on the Minimum Continuing Capital and Surplus Requirement (MMCCSR);
  - i. International Financial Reporting Standards (IFRS).
- A.3.2.2 The style used in the translation will be legal or administrative in nature. The style required depends on the subject matter and the target audience. The Contractor must work with the Translation Coordinator (to be determined at Contract Award) to ensure consistency and standardization in the use of terminology. The Contractor must follow the rules set out in The Canadian Style as well as the OSFI usage and conventions for texts of a particular nature.
- A.3.2.3 The Contractor must use the terminology in the OSFI Glossary (to be provided at Contract award) as well as the terminology in any reference documents transmitted with the Translation Service Request Form, to ensure consistency and standardization.
- A.3.3 Software used by OSFI
- A.3.3.1 All translations, modifications and revisions must be done in the same layout and format as the source document. At the time of issuing the requirement for translation services, OSFI is using MS Office 2010 (Word 2010, Excel 2010, PowerPoint 2010 and Visio 2010) and Adobe Acrobat PDF.
- A3.3.2 The Contractor must accept documents in the above-noted electronic formats for translation, and must return translated documents in these formats.
- A.3.3.3 The contractor must use the software Logiterm.
- A.3.3.4 The Contractor is responsible for having the necessary software available to perform the work. OSFI will not supply software to the Contractor for use in translation.
- A.3.4 Quality Assurance
- A.3.4.1 The Contractor must perform quality assurance checks for all documents translated before delivery. The key steps to be followed, as a minimum, are:
  - a. Compare the target document with the source document;
  - b. Verify the terminology against the reference documents provided by OSFI;
  - c. Ensure that the layout and formatting are consistent with the source document; using the wordmark and/or logos appropriate for the language of the target document.
  - d. Ensure that the version of the software used in the target document is the same one that is used in the source document.



- A.3.4.2 Translations must not contain any major mistakes (such as mistranslations, gibberish, mistake in figures, anglicisms, gallicisms, omissions resulting in inaccuracy or lack of comprehension of the text, grammar and syntax errors) and no more than six (6) minor mistakes (e.g. typographical errors, punctuation errors, layout errors, omission of hyphens) per 800 words of text. The work will be evaluated by OSFI based on format and style.
- A.3.4.3 The work requested will be subject to evaluation by OSFI to ensure compliance with the requirements herein , as well as with the regulations and policies in place, generally known and accepted by the translation community.
- A.3.4.4 Unsatisfactory translations containing one (1) or more major mistakes and/or more than six (6) minor mistakes per 800 words of text might be subject to one or more of the following penalties at the sole discretion of OSFI:
  - a. The work will be returned by OSFI to be redone by the Contractor at no additional cost to OSFI. The work to be redone will be performed within the timeframe given by OSFI, regardless if it requires completing the work during evening, weekend and/or statutory holidays to meet the deadline:
  - b. The work will be redone by another Contractor or by OSFI. In this case, the Contractor will be informed that the translation that was done is unacceptable and that they will not be authorized to submit an invoice for the work that was initially completed; or
  - c. The contract will be terminated by OSFI if OSFI determines that the number of mistakes is excessive when compared to OSFI expectations.

#### A.3.5 Word Count

- A.3.5.1 A word is defined as a continuous and finished series of letters. Numbers and figures appearing in the text are counted as words. Word counting features of word processing software will be used to determine the number of words in a document.
- A.3.5.2 The word count of all documents to be translated will be stated by OSFI and only this word count will be used for payment.
- A.3.5.3 If the Contractor disagrees with the number of words, OSFI will do a recount in an attempt to reach an agreement with the Contractor. The Contractor must indicate to OSFI any disagreements with the word count. The final decision on word count will be made by OSFI at its sole discretion.
- A.3.6 Reception, Transmission, and Management of Documents
- A.3.6.1 The Contractor must have the required equipment to receive or transmit documents via e-mail or courier.
- A.3.6.2 The Contractor must manage requests for translation, the associated documents to be translated, and the resulting translations, to provide OSFI with accurate, timely results. Such management must account for, as a minimum, and not limited to:
  - a. multi-part documents in situations where the parts are delivered to the Contractor separately;
  - b. a work priority system that includes the ability to accommodate changes in priority dictated by OSFI, in which current work is suspended and other work is substituted for earlier translation;
  - c. version control, and correct management of the translations, where the same document is sent to the Contractor a number of times, with adjustments in each delivery of the document, even though the initial version of the document is not completely translated.
- A.3.7 Work Location and Services
- A.3.7.1 The work shall be performed on the Contractor's premises. All technical and support services (clerical/administrative, etc.), supplies and equipment necessary to accomplish tasks must be provided by the Contractor at its own costs.

| A.3.7.2 | The work must be delivered to the OSFI offices located at 255 Albert Street in Ottawa, Ontario.  |
|---------|--|
| A.3.8   | Response Times   |
| A.3.8.1 | The Contractor must be available to provide services on an "as-and-when requested" basis and to respond with deadlines as short as two-hours.  |
| A.3.8.2 | The Contractor must have procedures in place for responding to routine as well as urgent translation requests. For the purpose of this Contract, "routine" requests are expected to be processed at a rate of 1,500 words per day and "urgent" requests, generally for shorter documents, should be processed in half that time. |
| A.3.8.3 | The Contractor must have procedures in place for responding to translation requests to be received outside of the normal business hours of 8:00 A.M. to 5:00 P.M. Eastern Time from Monday to Friday, including weekends.  |
| A.3.8.4 | The OSFI Translator Coordinator will determine whether requests for translation or for text revisions are urgent.  |



# ANNEX B BASIS OF PAYMENT

Payment will be made on receipt and acceptance of the Contractor's invoice(s), which may be submitted by the Contractor no more than once per month for a total contract amount not to exceed \$ to be inserted at contract award consisting of \$ to be inserted at contract award for services plus applicable taxes based on the following rates:

| Service                                   | Rates for the initial period of contract (Contract Award date to July 31, 2017) |
|---|---|
|   | Translation – Cents per word  |
| Current work during normal business hours |   |
| Urgent work during normal business hours  |   |
| Urgent work during evenings, weekends and |   |
| holidays                                  |   |
| Hourly rate                               |   |

\*Option Period 1 (August 1, 2017 to July 31, 2018) up to a maximum amount not to exceed \$ to be inserted at contract award consisting of \$ to be inserted at contract award or services plus applicable taxes.

The following rates will apply to Option Period 1.

| Service                                   | Rates for option period 1    |  |  |
|---|------------------------------|--|--|
|   | Translation – Cents per word |  |  |
| Current work during normal business hours |                              |  |  |
| Urgent work during normal business hours  |                              |  |  |
| Urgent work during evenings, weekends and |                              |  |  |
| holidays                                  |                              |  |  |
| Hourly rate                               |                              |  |  |

\*Option Period 2 (August 1, 2018 to July 31, 2019) up to a maximum amount not to exceed \$ to be inserted at contract award consisting of \$ to be inserted at contract award for services plus applicable taxes. The following rates will apply to Option Period 2.

| Service                                   | Rates for option period 2    |  |  |
|---|------------------------------|--|--|
|   | Translation – Cents per word |  |  |
| Current work during normal business hours |                              |  |  |
| Urgent work during normal business hours  |                              |  |  |
| Urgent work during evenings, weekends and |                              |  |  |
| holidays                                  |                              |  |  |
| Hourly rate                               |                              |  |  |

\*Option Period 3 (August 1, 2019 to July 31, 2020) up to a maximum amount not to exceed \$ to be inserted at contract award consisting of \$ to be inserted at contract award for services plus applicable taxes. The following rates will apply to Option Period 3.

| Service                                   | Rates for option period 3    |  |  |  |
|---|------------------------------|--|--|--|
|   | Translation – Cents per word |  |  |  |
| Current work during normal business hours |                              |  |  |  |
| Urgent work during normal business hours  |                              |  |  |  |
| Urgent work during evenings, weekends and |                              |  |  |  |
| holidays                                  |                              |  |  |  |
| Hourly rate                               |                              |  |  |  |

All payments are subject to Government audit.

ANNEX B – BASIS OF PAYMENT Page 33 of 40

## ANNEX C SECURITY REQUIREMENTS CHECK LIST

| Government du Canaci  LISTE DE VÉ  PART A - CONTRACT INFORMATION / PAR  1. Originating Government Department or Orga  Ministère ou organisme gouvernemental d'o  3. a) Subcontract Number / Numéro du contrat  4. Brief Description of Work / Brève description  Translation Services   | SECURITY REQUIRE ERIFICATION DES EXIGE TIE A - INFORMATION CON Anization / rigine osfi             | NCES RELATIVE   | Security C    | ract Number / Numéro du cont<br>lassification / Classification de |             |         |
|---|--|---|---------------|---|-------------|---------|
| LISTE DE VÉ PART A - CONTRACT INFORMATION / PAR 1. Originating Government Department or Orga Ministère ou organisme gouvernemental d'o 3. a) Subcontract Number / Numéro du contrat 4. Brief Description of Work / Brève description  | SECURITY REQUIRE<br>ERIFICATION DES EXIGE<br>TIE A - INFORMATION CON<br>Anization /<br>rigine osfi | NCES RELATIVE   | LIST (SRC     | L)  | sécurité    |         |
| PART A - CONTRACT INFORMATION / PAR  1. Originating Government Department or Organisme gouvernemental d'organisme gouvernemental d'organisme gouvernemental d'organisme y l'autorità de la contrat de l'autorità de | RIFICATION DES EXIGE<br>TIE A - INFORMATION CON<br>anization /<br>rigine OSFI                      | NCES RELATIVE   | ES À LA SI    | L)  |             |         |
| PART A - CONTRACT INFORMATION / PAR  1. Originating Government Department or Organisme gouvernmental d'organisme gouvernmental d'organisme gouvernmental d'organisme y subcontract Number / Numéro du contrat  4. Brief Description of Work / Brève description   | RIFICATION DES EXIGE<br>TIE A - INFORMATION CON<br>anization /<br>rigine OSFI                      | NCES RELATIVE   | ES À LA SI    | L)  |             |         |
| PART A - CONTRACT INFORMATION / PAR  1. Originating Government Department or Organisme gouvernmental d'organisme gouvernemental d'organisme gouvernemental d'organisme y la subcontract Number / Numéro du contrat  4. Brief Description of Work / Brève description  | TIE A - INFORMATION CON<br>anization /<br>rigine osfi  | TRACTUELLE  |               | ÉCHBITÉ /I VEDEV  |             |         |
| Ministère ou organisme gouvernemental d'o<br>3. a) Subcontract Number / Numéro du contrat<br>4. Brief Description of Work / Brève description   | rigine OSFI  |   |               |   |             |         |
| <ol> <li>a) Subcontract Number / Numéro du contrat</li> <li>Brief Description of Work / Brève description</li> </ol>  |  |   |               | or Directorate / Direction géné<br>unications and Consultations   | rale ou Di  | ection  |
|   |  | b) Name and Addres  |               | ntractor / Nom et adresse du s                                    | ous-traitar | nt      |
| Translation Constant  | du travail   |   |               |   |             |         |
| Translation Services  |  |   |               |   |             |         |
|   |  |   |               |   |             |         |
| 5. a) Will the supplier require access to Contro  |  |   |               |   | ✓ No        | Ye      |
| Le fournisseur aura-t-il accès à des marci  |  |   |               |   | L N         |         |
| 5. b) Will the supplier require access to unclass<br>Regulations?   |  |   |               |   | ✓ No        |         |
| Le fournisseur aura-t-il accès à des donne<br>sur le contrôle des données techniques?   | ées techniques militaires non  | classifiées qui sont  | assujetties a | aux dispositions du Règlement                                     |             |         |
| 6. Indicate the type of access required / Indiqu  | er le type d'accès requis  |   |               | *   |             |         |
| 6. a) Will the supplier and its employees requir  | e access to PROTECTED an   | d/or CLASSIFIED in  | formation or  | assets?   | No          |         |
| Le fournisseur ainsi que les employés au<br>(Specify the level of access using the cha  | rt in Question 7, c)   |   | ns PROTEG     | ES et/ou CLASSIFIES?  | L No        | on V Ou |
| (Préciser le niveau d'accès en utilisant le 6. b) Will the supplier and its employees (e.g. c   | tableau qui se trouve à la qui   | estion 7. c)  | to rootrioted | concen cross? No concentra  | NI          |         |
| PROTECTED and/or CLASSIFIED inform  | ation or assets is permitted.  |   |               |   | ✓ No        |         |
| Le fournisseur et ses employés (p. ex. ne<br>à des renseignements ou à des biens PR   | ttoyeurs, personnel d'entretie<br>OTÉGÉS et/ou CLASSIFIÉS  | <ul> <li>n) auront-ils accès à<br/>n'est pas autorisé.</li> </ul> | des zones     | d'accès restreintes? L'accès                                      |             |         |
| 6. c) Is this a commercial courier or delivery re-  | quirement with no overnight  | storage?  |               |   | ✓ No        |         |
| S'agit-il d'un contrat de messagerie ou de<br>7. a) Indicate the type of information that the su  |  |   |               |   | 111         |         |
| Canada 🗸  | NATO /   | F 1   | e u mormane   | Foreign / Étranger  | [           | 28      |
| 7. b) Release restrictions / Restrictions relative  |  | JIAN L  |               | Foreign / Etranger  | $\perp$     |         |
| No release restrictions   | All NATO countries   |   |               | No release restrictions   | П           |         |
| Aucune restriction relative à la diffusion  | Tous les pays de l'O   | IAN   |               | Aucune restriction relative<br>à la diffusion                     |             |         |
| Not releasable  |  |   |               | .u  |             |         |
| À ne pas diffuser   |  |   |               |   |             |         |
| Restricted to: / Limité à :   | Restricted to: / Limite  |   |               | Restricted to: / Limité à :                                       |             |         |
| Specify country(ies): / Préciser le(s) pays :   | Specify country(ies):  | / Préciser le(s) pays   | 3;            | Specify country(ies): / Précis                                    | er lé(s) pa | ıys:    |
|   |  |   |               |   |             |         |
| 7. c) Level of information / Niveau d'information   |  |   |               |   |             |         |
| PROTECTED A PROTÉGÉ A   | NATO UNCLASSIFII   |   |               | PROTECTED A<br>PROTÉGÉ A  |             |         |
| PROTECTED B   | NATO RESTRICTED  |   | 1             | PROTECTED B   | 믬           |         |
| PROTÉGÉ B   | NATO DIFFUSION F   |   |               | PROTÉGÉ B   |             |         |
| PROTECTED C PROTÉGÉ C   | NATO CONFIDENTI  |   |               | PROTECTED C<br>PROTÉGÉ C  |             |         |
| CONFIDENTIAL  | NATO SECRET  |   | 1             | CONFIDENTIAL  | Ħ           |         |
| SECRET SECRET   | NATO SECRET COSMIC TOP SECR  | ET E  | ]             | CONFIDENTIEL<br>SECRET  | 믬           |         |
| SECRET  | COSMIC TRÈS SEC  |   | 1 10 10 10    | SECRET  |             |         |
| TOP SECRET TRÈS SECRET  |  | 5   |               | TOP SECRET  |             |         |
| TOP SECRET (SIGINT)   |  |   |               | TRÈS SECRET TOP SECRET (SIGINT)                                   | 님           |         |
| TRÈS SECRET (SIGINT)  |  |   |               | TRÈS SECRET (SIGINT)  |             | 8.1     |
|   |  |   |               |   |             |         |
| TBS/SCT 350-103(2004/12)  | Security Classification  | on / Classification de  | sécurité      |   |             | w       |
|   |  |   |               |   | Car         | naďä    |
|   |  |   |               |   |             |         |



Government of Canada Gouvernement du Canada

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

|   | A SARSO ALAGO  | CARANTA A LA MONTA E ANALOSA   | engerugen et en 1956<br>Generalen bestellt betalten |  |                             |
|---|--|--|---|--|-----------------------------|
| <ol> <li>Will the sup<br/>Le fourniss<br/>If Yes, indi</li> </ol> |  | ED and/or CLASSIFIED COMSEC lements ou à des biens COMSEC dé           |   | SSIFIÉS?   | No Yes Oui                  |
| 9. Will the su  | pplier require access to extremely   | sensitive INFOSEC information or a<br>ements ou à des biens INFOSEC de |   | north the second   | ✓ No Yes<br>Non Oui         |
| Document  | (s) of material / Titre(s) abrégé(s) o<br>Number / Numéro du document :  |  |   |  |                             |
|   |  | B - PERSONNEL (FOURNISSEUF<br>ed / Niveau de contrôle de la sécurit    |   |  | Brook 1981                  |
| 1   | RELIABILITY STATUS<br>COTE DE FIABILITÉ  | CONFIDENTIAL   | SECRET<br>SECRET                                    | TOP SEC  |                             |
|   | TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT   | NATO CONFIDENTIAL NATO CONFIDENTIEL                                    | NATO SECRET NATO SECRET                             |  | TOP SECRET<br>TRÈS SECRET   |
| . 🗆   | SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS  | S  |   |  |                             |
|   | Special comments: Commentaires spéciaux :  | ă.   | rent soundige that                                  | lander of the state of the stat |                             |
|   |  | ening are identified, a Security Classifi                              |   |  |                             |
|   | screened personnel be used for p   |  |   | de la sécurité doit être   | / No Yes                    |
| If Yes,   | sonnel sans autorisation sécuritair<br>will unscreened personnel be esc<br>affirmative, le personnel en questi |  | du travail?   |  | V Non Oui  ✓ No Yes Non Oui |
| 3. 11.2-34.5  |  | TE C - MESURES DE PROTECTIO  | N (FOLIPHISSELIP)                                   |  |                             |
|   | ION / ASSETS / RENSEIGNE   |  |   |  |                             |
| premis  | es?  | nd store PROTECTED and/or CLAS   |   |  | No Yes<br>Non Oui           |
|   | misseur sera-t-il tenu de recevoir e<br>SIFIÉS?  | et d'entreposer sur place des renseiç                                  | gnements ou des biens PROTÉ                         | GÉS et/ou  |                             |
|   |  | d COMSEC information or assets?<br>des renseignements ou des biens C   | OMSEC?  |  | ✓ No Yes<br>Non Oui         |
| PRODUCT   | ON   | *  |   | to the street of the street  |                             |
| occur a   | at the supplier's site or premises?  | pair.and/or modification) of PROTECT                                   |   |  | No Yes Non Oui              |
| INFORMAT  | ION TECHNOLOGY (IT) MEDIA  | SUPPORT RELATIF À LA TECHN   | OLOGIE DE L'INFORMATION                             | (TI)   |                             |
|   | sumplier he required to use its IT s   | ystems to electronically process, produ                                | uce or store PROTECTED and/o                        | or CLASSIFIED  | No Yes                      |
| informa   | ation or data?   | ropres systèmes informatiques pour t                                   | raiter, produire ou stocker électro                 | oniquement des   | Y Non L Oui                 |
| inform<br>Le fou  | ation or data?   | ropres systèmes informatiques pour t<br>GÉS et/ou CLASSIFIÉS?          | raiter, produire ou stocker électre                 | oniquement des   | Y Non Oui                   |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä



|  | Government Gouvernement du Canada                |   |  |  |   |  |  |                      | Secu                                  |                                     |       |        |      | ero du contra |            |                |
|--|--|---|--|--|---|--|--|----------------------|---------------------------------------|-------------------------------------|-------|--------|------|---------------|------------|----------------|
| PART C - (continue<br>For users comple<br>site(s) or premise<br>Les utilisateurs q<br>niveaux de sauve<br>For users comple<br>Dans le cas des u<br>dans le tableau re  | eting<br>es.<br>ul re<br>egar<br>eting<br>utilis | the<br>employed<br>de re<br>the<br>ateu | form<br>isser<br>equis<br>form<br>irs qu | manually use<br>that le formulaire<br>aux installation | e manuell<br>ons du fou<br>ne Interne<br>le formula | ement do<br>urnisseur.<br>t), the sur<br>aire en liç | pivent utiliser<br>mmary chart i<br>gne (par Inter | le tableau réc       | capitulatif<br>ly populat<br>nses aux | ci-dessou<br>ed by you<br>questions | s pou | ır ind | ique | r, pour chaqu | e catégori | e, les         |
| Category<br>Categorie  | PROTECTED CLASSIFIED PROTÉGÉ CLASSIFIÉ           |   |  | NATO   |   |  | COMSEC   |                      |                                       |                                     |       |        |      |               |            |                |
|  | Α  | В                                       | С  | CONFIDENTIAL   | SECRET  | TOP<br>SECRET  | NATO RESTRICTED                                    | NATO<br>CONFIDENTIAL | NATO<br>SECRET                        | COSMIC                              |       | OTECT  |      | CONFIDENTIAL  | SECRET     | TOP<br>SECRET  |
|  |  |   |  | CONFIDENTIEL   |   | TRÈS<br>SECRET                                       | NATO<br>DIFFUSION<br>RESTREINTE                    | NATO<br>CONFIDENTIEL |                                       | SECRET<br>COSMIC<br>TRÈS<br>SECRET  | A     | В      | С    | CONFIDENTIEL  |            | TRES<br>SECRET |
| Information / Assets<br>Renseignements / Biens   | 1  |   |  |  |   |  |  |                      |                                       |                                     |       |        |      |               |            |                |
| Production   |  |   | -  |  |   |  |  |                      |                                       |                                     |       |        |      |               |            |                |
| IT Media /<br>Support TI   |  |   |  |  |   |  |  |                      |                                       |                                     |       |        |      |               |            |                |
| IT Link /<br>Lien électronique   |  |   |  |  |   |  |  |                      |                                       |                                     |       |        |      |               |            |                |
| 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  « Classification de sécurité » au haut et au bas du formulaire.  12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes). |  |   |  |  |   |  |  |                      |                                       |                                     |       |        |      |               |            |                |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä<sup>\*</sup>



| * | Government of Canada |
|---|----------------------|
|   |                      |

Gouvernement du Canada Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

| PART D - AUTHORIZATION / PAR   |  |                  |                             |                   |  |  |
|--|--|------------------|-----------------------------|-------------------|--|--|
| <ol> <li>Organization Project Authority /<br/>Name (print) - Nom (en lettres moul</li> </ol>   | 있는 경기를 통한 것 같아 하는 것이 되었다.                                    | Title - Titre    |                             | Signature         | A STATE OF THE STA |  |
| Margaret Pearcy  | SANTAN DESTABLISH  | Director, Co     | ommunications and Consulta  |                   | en   | . 34 - 29  |
| Telephone No N° de téléphone<br>613-993-0577   | e télécopieur E-mail address - Adres<br>margaret.pearcy@osfi |                  |                             |                   | *  |  |
| 14. Organization Security Authority  | / Responsable de la séc                                      | curité de l'orga | nisme                       |                   |  |  |
| Name (print) - Nom (en lettres moul  | ées)   | Title - Titre    |                             | Signature         |  |  |
| The second of th |  |                  |                             |                   |  |  |
| Telephone No Nº de téléphone   | Facsimile No Nº de   | e télécopieur    | E-mail address - Adresse of | courriel          | Date   |  |
| 15. Are there additional instructions<br>Des instructions supplémentaire   | es (p. ex. Guide de sécu                                     |                  |                             | sont-elles jointe | s? [   | No Yes Oui   |
| 16. Procurement Officer / Agent d'a  | pprovisionnement   | 547              |                             |                   |  |  |
| Name (print) - Nom (en lettres moul  | ées)   | Title - Titre    |                             | Signature         |  |  |
| Telephone No Nº de téléphone   | Facsimile No Nº de   | e télécopieur    | E-mail address - Adresse    | courriel          | Date   | 1575,257 E. 15   |
| 17. Contracting Security Authority /   | Autorité contractante er                                     | n matière de se  | l<br>Ecurité                |                   |  |  |
| Name (print) - Nom (en lettres moul  |  | Title - Titre    |                             | Signature         |  |  |
| Telephone No N° de téléphone   | Facsimile No Nº de   | e télécopieur    | E-mail address - Adresse    | courriel          | Date   | от при в при на при |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

# ANNEX D DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES

\*

Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

Protected "B" when completed Protégé « B » lorsque rempli

#### DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES

**PRIVACY NOTICE** The personal information is collected under the Financial Administration Act, ss. 17(1) and 35(2). The information is used and disclosed to relevant federal program(s) and your financial institution for direct deposit purposes. Direct deposit payments can not be made without provision of information requested. Personal information is protected in accordance with the provisions of the *Privacy Act*. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete.

Print clearly and in block letters. Please keep the appropriate federal government department informed of any changes to your mailing address. Should the department require clarification on the data you have provided, they will contact you.

#### FORMULAIRE D'INSCRIPTION AU DÉPÔT DIRECT POUR LES ENTREPRISES

AVIS DE CONFIDENTIALITÉ
Les renseignements personnels sont recueillis en vertu de la Loi sur la gestion des finances publiques, par. 17(1) et 35(2). Les données sont utilisées et divulguées à des programmes fédéraux pertinents et à votre institution financière aux fins de dépôt direct. Les paiements par dépôt direct ne peuvent être effectués sans que les renseignements requis aient été fournis. Les renseignements personnels sont protégés conformément aux dispositions de la Loi sur la protection des renseignements personnels. En vertu de cette loi, toute personne ou entreprise a le droit de demander d'accéder à leurs renseignements personnels et à corriger ces derniers s'ils sont erronés ou incomplets.

Écrivez lisiblement et en lettres moulées. Veuillez informer le ministère fédéral approprié de tout changement d'adresse. Un représentant du ministère communiquera avec vous si des clarifications sur les données que vous avez fournies sont nécessaires.

| )                | Business Name<br>Nom de l'entreprise            |  |                                       |          |
|------------------|---|--|---------------------------------------|----------|
| Business Address |   | (Include Unit No., R.R. or P.O. Box - Indiquer le nº d'unité, la | route rurale ou la case pos           | itale)   |
|                  |   |  |                                       | Province |
|                  | City, Town<br>Ville                             |  | Postal Code<br>Code postal            |          |
| )                | Authorized Representat<br>Nom du représentant a | ive's Name<br>utorisé  |                                       |          |
|                  | Email Address<br>Adresse courriel               |  |                                       |          |
|                  | Γelephone<br>Γéléphone                          | Fax<br>Télécopieur   |                                       |          |
| Α                | RT B - PARTIE B                                 |  |                                       |          |
|                  | Branch No.<br>Nº de succursale                  |  |                                       |          |
|                  | Institution No.<br>Nº de l'institution          |  |                                       |          |
|                  | Account No.<br>Nº de compte                     |  |                                       |          |
|                  |   |  | Financial Institu<br>Cachet de l'inst |          |

PWGSC-TPSGC 8001-600 (2012-05)

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## How to complete Part B

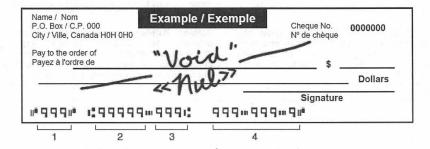
See example below

- 1. Cheque number not required.
- 2. Branch number 5 digits.
- 3. Institution number 3 digits.
- 4. Account number as shown on your cheque.

#### Comment remplir la partie B

Voir l'exemple ci-dessous

- 1. Numéro du chèque pas nécessaire.
- 2. Numéro de la succursale 5 chiffres.
- 3. Numéro de l'institution 3 chiffres.
- Numéro de compte comme il est indiqué sur votre chèque.



Instead of completing Part B, you can attach a blank cheque for your bank account with "VOID" written on it. DO NOT ENCLOSE ANYTHING OTHER THAN YOUR VOIDED CHEQUE WITH THIS FORM.

Au lieu de remplir la partie B, vous pouvez joindre un spécimen de chèque portant la mention « NUL » au recto. À L'EXCEPTION DE VOTRE SPÉCIMEN DE CHÈQUE, NE JOIGNEZ AUCUN AUTRE DOCUMENT AU PRÉSENT FORMULAIRE.

## PART C - PARTIE C

Account Identifier (e.g. vendor code) Identificateur de compte (p. ex. code de fournisseur)

#### NOTE:

If you are unsure what account identifier to use, contact the Government of Canada department with whom you do business.

#### NOTA:

Si vous ne savez pas quel identificateur de compte utiliser, communiquez avec le ministère avec lequel vous faites affaire.

## PART D - PARTIE D

I, as an authorized representative of this business, grant the Receiver General for Canada the right to deposit future payment(s) directly into the bank account specified until further notice.

En tant que représentant(e) autorisé(e) de cette entreprise, j'accorde au receveur général du Canada le droit de déposer les prochains paiements directement dans le compte bancaire désigné, et ce, jusqu'à nouvel ordre.

Date (YYYYMMDD) Date (AAAAMMJJ)

Signature of Authorized Representative Signature du (de la) représentant(e) autorisé(e)

Preferred Language Langue de préférence English

Français French

X

PWGSC-TPSGC 8001-600 (2012-05)

## Annex "E" - Confidentiality Agreement

**CANADA** 

**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.

IN WITNESS WHEREOF the undersigned has executed this Undertaking this \_\_\_\_ day of

| , 2016.    |           |
|------------|-----------|
| CONTRACTOR | WITNESS   |
| Signature  | Signature |
| Name       | Name      |