



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À :

Office of the Superintendent of Financial Institutions Canada
Procurement and Contracting
255 Albert Street, 12th floor
Ottawa, ON K1A 0H2
Email : Contracting@osfi-bsif.gc.ca

Bureau du surintendant des institutions financières Canada
Achats et contrats
255 rue Albert, 12^e 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:

1. 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
4. 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 :

1. 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;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. 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 Group Part-Time French Language Training	
Solicitation No. – N° de l'invitation 0020180969	Date 05/09/2018
Client Reference No. – N° référence du client 20180969	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Standard Time (EDT)
on – le October 16, 2018	Heure Normale de l'Est (HNE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à : Craig Kenny, Contracting Officer	
Area code and Telephone No. Code régional et N° de téléphone 613-998-9893	Facsimile No. / e-mail N° de télécopieur / courriel 613-990-0081
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : 121 King St. West Toronto ON M5H 3T9	

Instructions:

See Herein

Instructions:

Voir aux présentes

Delivery required -Livraison exigée See Herein – Voir aux présentes	Delivery offered -Livraison proposée
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 The Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public 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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

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

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.

2.2.1 Improvement of Requirement During Solicitation Period

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

2.3 Former Public Servant

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

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.



Definitions

For the purposes of this clause,

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

Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()



If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Extension of Time

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

2.6 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 by email)
- Section II: Financial Bid (1 Soft copy by email)
- Section III: Certifications (1 Soft copy by email)
- Section IV: Additional Information (1 Soft copy by email)

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

Section I: Technical Bid

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

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

Section II: Financial Bid

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- B.** Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “E” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications required under Part 5.



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.

4.1.1 Technical Evaluation

4.1.1.1 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 Proposal	Complies Yes / No	Reference
M.1 – The Bidder must provide résumés for one dedicated teacher and one backup teacher, who will be made available as required. Résumés must include each teacher's name, experience and qualifications.			
M.2 – The Bidder must demonstrate that the proposed resources (dedicated teacher and the backup teacher) both have a degree, diploma or certificate with acceptable specialization in education, linguistics or another specialty relevant to the position.			
M.3 – The Bidder must demonstrate that the proposed resources have a minimum of 3 years' experience in providing group language training to Federal government employees.			
M.4 - The Bidder must provide 2 recent references for each teacher. Reference information must include: name, position, organization, phone number, email address and the time period the instructor worked for them. Recent means the teacher worked for them in the last 5 years.			

4.1.1.2 Point Rated Technical Criteria

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.

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.1 to R.2. The evaluation of the experience will focus on the following:



<i>Evaluation Criteria</i>	Experience and Qualifications of the Bidder	<i>MAX POINTS</i>	<i>PASS MARK</i>	<i>Reference</i>
R.1	<p>The proposed dedicated teacher resource must submit a lesson plan that he or she personally developed. The plan submitted must include the context, learning objectives, proposed activities and teaching aids</p> <p>30 points - The plan submitted effectively and appropriately indicates the relationship between the context, objectives, proposed activities and teaching aids: Perfect match.</p> <p>20 points – The plan submitted adequately indicates the relationship between the context, objectives, proposed activities and teaching aids: Good match.</p> <p>10points - The plan submitted does not clearly indicate the relationship between the context, objectives, proposed activities and teaching aids: Inadequate match.</p> <p>0 point - The plan submitted does not indicate any relationship between the context, objectives, proposed activities and teaching aids: No match.</p>	30		
R.2	<p>The proposed dedicated teacher resource must submit a quick reference tool that he or she personally developed to maximize the learners' chances of success on the PSC tests of reading comprehension or written expression. The document provided must explain the context and learning objectives, the concepts or rules to remember, and his strategy for effectively achieving he objectives.</p> <p>30 points - The document appropriately presents concepts or rules to remember and an effective strategy to support achievement of the objectives</p> <p>20 points – The document contains concepts or rules to remember and an adequate strategy to support achievement of the objectives</p> <p>10 points - The document contains only a few concepts or rules to remember or a strategy for achieving the objectives.</p> <p>0 point - The document does not contain any concepts or rules to remember or strategy that supports achievement of the objectives.</p>	30		
	TOTAL	60	40	

**Client Satisfaction: French language instruction**

OSFI will perform reference check verification with each of the two references provided in response to M-4. French language instruction experience must be verified (i.e. confirmed by the clients). Client Satisfaction for the French language instructor will be scored out of 40 points as follows:

Satisfaction Criteria	Satisfaction Level	Score
a) How satisfied were the students with the teacher?	Very Satisfied	10 points
	Satisfied	5 points
	Not Satisfied	0 points
b) How satisfied were you with the materials and resources used by the teacher?	Very Satisfied	10 points
	Satisfied	5 points
	Not Satisfied	0 points
c) How satisfied were you with the students' level of improvement?	Very Satisfied	10 points
	Satisfied	5 points
	Not Satisfied	0 points
d) Would you use this teacher again?	Very Satisfied	10 points
	Satisfied	5 points
	Not Satisfied	0 points
Client Satisfaction Score (Maximum)		40 points
Minimum pass mark (20 points)		

4.1.2 Financial Evaluation

Initial period: From Contract award to June 28, 2019 broken down into 3 sessions:

Session 1: Contract award to December 21, 2018

Session 2: January 7, 2019 to March 29, 2019

Session 3: April 2, 2019 to June 22, 2019

Initial period from Contract award to June 28, 2019		Number of hours (A)	Hourly rate (B)	Extended price (C) $C = A \times B$
Assessment		27 hours	\$	\$
Preparation		60 hours	\$	\$
Reporting		27 hours	\$	\$
	Number of participant (D)	Number of hours (E)	Hourly rate per participant (F)	Extended price $G = (D \times E) \times F$
Instruction	18	115 hours	\$	\$
TOTAL INITIAL PERIOD $H = C + G$				\$



Option period 1: From October 1, 2019 to June 30, 2020 broken down into 3 sessions **(35 weeks):**

Session 1: October 1, 2019 to December 20, 2019

Session 2: January 6, 2020 to March 27, 2020

Session 3: April 6, 2020 to June 26, 2020

Option period 1: From October 1, 2019 to June 30, 2020		Number of hours (A)	Hourly rate (B)	Extended price (C) $C = A \times B$
Assessment		27 hours		\$
Preparation		60 hours		\$
Reporting		27 hours		\$
	Number of participant (D)	Number of hours (E)	Hourly rate per participant (F)	Extended price $G = (D \times E) \times F$
Instruction	18	115 hours	\$	\$
TOTAL OPTION PERIOD 1 $H = C + G$				\$

Option period 2: From September 28, 2020 to June 30, 2021 broken down into 3 sessions **(35 weeks):**

Session 1: September 28, 2020 to December 18, 2020

Session 2: January 11, 2021 to March 29, 2021

Session 3: April 5, 2021 to June 25, 2021

Option period 2: From September 28, 2020 to June 30, 2021		Number of hours (A)	Hourly rate (B)	Extended price (C) $C = A \times B$
Assessment		27 hours		\$
Preparation		60 hours		\$
Reporting		27 hours		\$
	Number of participant (D)	Number of hours (E)	Hourly rate per participant (F)	Extended price $G = (D \times E) \times F$
Instruction	18	115 hours	\$	\$
TOTAL OPTION PERIOD 1 $H = C + G$				\$

Optional Services	Number of hours (A)	Hourly rate (B)	Total Extended price (C) $C = A \times B$
Language Exam Preparation	100 hours	\$	\$

TOTAL EVALUATED PRICE (Total initial period + Total option period 1 + Total option period 2 + Optional Services) \$ _____



4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 40 points overall for the technical evaluation criteria and 20 points overall for the reference check which are subject to point rating.
The rating is performed on a scale of 100 points.
2. Bids not meeting (choose "(a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.7
Overall Rating		1 st	3 rd	2 nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<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.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

The Contractor MUST NOT have access to any PROTECTED information and must be escorted at all times while on OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.

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)

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Personal Information

Statutory Obligations

1. The Contractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's [Privacy Act](#), [Access to Information Act](#), R.S. 1985, c. A-1, and [Library and Archives of Canada Act](#), S.C. 2004, c. 11. The Contractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Canada meets its obligations under these acts and any other legislation in effect from time to time.
2. The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the [Personal Information Protection and Electronic Documents Act](#), S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.



6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract award to **June 28, 2019** inclusive.

6.5.2 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at 7.1 of the Annex A Statement of work under the same conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

6.5.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Craig Kenny

Title: Contracting Officer

Office of the Superintendent of Financial Institutions (OSFI)

Address: 255 Albert St. 12th Floor, Ottawa, ON, K1A 0H8

Telephone: 613-998-9893

Facsimile: 613-990-0081

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

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



6.6.2 Project Authority (to insert at contract award)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

6.6.3 Contractor's Representative (to insert at contract award)

6.7 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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada

6.8 Payment

6.8.1 Basis of Payment

The Contractor will be paid firm hourly rates 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 Taxes are not applicable.

6.8.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$_____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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.



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

6.9 Method of Payment - Monthly Payment

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

6.10 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.

6.11 SACC Manual Clauses

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

6.12 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - d. a copy of the monthly progress report.
2. Invoices 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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7. Certifications

7.1 Compliance

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

8. Applicable Laws

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



9. Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2010B (2018-06-21);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of payment
- e) Annex C, Security Requirements Check List;
- f) Annex D, Confidentiality Agreement;
- g) Annex E, Direct Deposit Enrolment Form for Businesses; and
- h) the Contractor's bid dated _____ (*to be inserted at contract award*)

10. Dispute Resolution Services

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

11. 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

1.0 Requirement

The Learning and Development Division of the Office of the Superintendent of Financial Institutions has a requirement for the provision of part-time group language training in the Toronto facility.

2.0 Objective

The objective of this contract is to retain the services of an external contractor to deliver part-time group French language training to OSFI employees.

3.0 Background

In order to maintain and to improve their second language skills, OSFI employees are encouraged to participate in part-time group training.

4.0 Scope of services

The teacher must deliver part-time language training **for up to an estimated six (6) groups**.

Before each session begins, the teacher must conduct an individual assessment with each new participant and place each participant into a group based on their assessment results. Participants will be identified by OSFI at least one to two (1-2) week(s) before each session.

Based on the assessment results, the teacher will determine which level the candidates will be grouped:

- Beginner
- Intermediate; or
- Advanced

Second language training is intended for employees who want to enhance their career development opportunities, maintain their language proficiency levels, or for succession planning purposes and employees who have a statutory requirement to attain the Public Service Commission's (PSC) Second Language Evaluation language proficiency levels A, B or C in the three following abilities:

- Written Expression;
- Written Comprehension; and
- Oral Proficiency.

Note that there is a possibility that the number of groups might go up or down based on availability, interest and other factors. Each group should be composed of up to 8 participants and must receive three hours of instruction in two (2), one and a half (1.5) hour classes per week.

The work has to be conducted on-site at OSFI in the Toronto's office.



4.1 Types of training required in Written Expression, Written Comprehension and Oral Proficiency

4.1.1 Training Content

- The Contractor must utilize the CSPA training program called ***Programme de français langue seconde (PFL2) levels A, B, C*** (hereafter to as the Training Program) to deliver the language training.
- The training methodology, course configurations and the corresponding materials of the language training must be those of the Training Program.
- The training contents must reflect the three main aspects of official language: functional elements, work-related situations and an analogical approach.
- Training must involve real work situations and social activities that will enable OSFI employees to practice their second language communication skills. Therefore, the program must be based on learning the functional and structural elements of the language, as they would occur in practical work related situations and in conversation within a Canadian context.
- The Contractor can use its own program to complement the Training Program.

4.2 Language Level Assessment of Learners

The Training Program level and objectives for each learner must be determined as per the following:

For part-time training learners: Learners will undergo a second language self-assessment through a tool put in place by Public Works and Government Services Canada (PWGSC) called the Self-assessment Tool for Part-Time Training

(http://www.gcpeia.gc.ca/gcwiki/index.php?title=Learning%20Plans%20and%20Quality%20Assurance%20for%20Language%20Training&setlang=en&uselang=en#Self-assessment_Tool_for_Part-time_Training).

The Contractor must use the results of the self-assessment in order to determine the learners' current level and recommend a starting lesson based on the Training Program, the learning pace that best suits the employees' needs and the estimated training time required to achieve the desired second language proficiency level in a group-learning environment.

5.0 Tasks and/ Deliverables

The tasks the Contractor must performed include, without being limited to, the following:

- a) For all OSFI learners, including those with learning challenges, develop the Course Training Plan for all language proficiency levels (A, B and C) of the PSC Second Language Evaluation;
- b) Prior to each training session, provide the PA with the detailed Course Training Plan for comments and approval;
- c) Provide one (1) Instructor to deliver the training;
- d) Provide each learning group detailed training objectives addressing types of training required in Written Expression, Written Comprehension and Oral Proficiency (developed in cooperation with the learners), and revise them periodically.



- e) **Course Training Plan:** For the PA approval, a detailed Course Training Plan that must include the following:
- a. the course objectives,
 - b. method of delivery of the curriculum leading to the successful completion of the second language evaluation test for the three following abilities per language proficiency levels A, B or C; and
 - c. proposed timeline for learners' progress evaluation.

Examples of training objectives are:

- Objective to be met (e.g. the level of language proficiency to attain, etc.),
 - number of hours required to meet the objective(s); and
 - Establishment of the training and learning stages, which will be formally assessed at a specific date.
- f) **Attendance Reports:** Provide OSFI Project Coordinator; daily attendance reports for each learner including the late arrivals and early departures, with the learner's signature and including the number of hours of instruction.
- g) **Class Attendance:** Instructor must clarify expectation at the beginning of each class and refer late comers and early departure to PA.
- h) **Class Discrepancy:** Examine the composition of the groups and make necessary adjustments within the first two weeks of the course. The PA. must approve all adjustments.
- i) **Mid-Course Assessments:** Each learner must be assessed at mid-point of their training period in order to determine their improvement, their language proficiency levels, the timeframe to access the next level, and/or completion of materiel must be shown over time. Provide results to learners and Project Coordinator within 5 days of the evaluation.
- j) **Course Material:** Provide directives, teaching aids, course material and other necessary pedagogical tools; supplementing with OSFI specific and/or financial industry unclassified topic (refer to Learners' preference);
- k) **Final Progress Report:** At the completion of the session, a summary report of learners progress noting strengths and weaknesses, activities and recommendations for changes and/or improvements to evaluate the learner's progress vis-à-vis the objectives.

Unless specified by the PA, deliverables may be delivered in either official language and submitted either in one (1) hard copy or in one (1) electronic copy (MS-Word or PDF format).

6.0 Work Location

Part-time training must be delivered on OSFI premises: 121 King St. West, Toronto, ON. The training facility must be offered during core business hours (9:00 a.m. to 4:00 p.m. local time), Monday through Friday, except for statutory holidays.



6.1 Hours of work and workload

Initial period is from October 22nd, 2018 to June 28, 2019.

6.1.0 Assessment Period

This period will be used to evaluate learners and organize up to 6 groups. The assessment will be an individual oral assessment. When the assessments are complete, the teacher will group the learners according to their level and email the groups to the PA. The OSFI Project authority will be responsible of booking the training room and sending every participant their schedule.

The time allotted for the assessments is thirty (30) minutes per new learner per session. The maximum estimated time required for this task is **up to 24 hours**.

6.1.1 Preparation period

The time allotted for the preparation period is 30 minutes per group, per class. The maximum estimated time required for this task is **up to 120 hours**.

6.1.2 Instruction Period

The time allotted for the instruction period is 3 hours per week. Duration of the French training: **up to 115 hours per participant**.

Group language training must be provided from Monday to Friday.
All classes must be given between 9:00 a.m. and 4:00 p.m.

6.1.3 Reporting Period

The time allotted for the completion of the progress reports for the French training session: **up to 12 hours per session**. The teacher will have thirty (30) minutes per learner to complete the progress reports, which they will be responsible for sending to each learner and to the Project Authority after each session.

7.0 Optional Services:

7.1 Language Exam Preparation

When needed, a teacher must be available to provide additional language instruction, either privately or in groups as determined by OSFI, to prepare participants for a Public Service Commission of Canada language exam. Time allotted for the language exam preparation will be up to **100 hours**.

7.2 Additional Option Years

Option period 1: From October 1, 2019 to June 30, 2020 broken down into 3 sessions:

Session 1: October 1, 2019 to December 20, 2019

Session 2: January 6, 2020 to March 27, 2020

Session 3: April 6, 2020 to June 26, 2020



Option period 2: From September 28, 2020 to June 30, 2021 broken down into 3 sessions:

Session 1: September 28, 2020 to December 18, 2020

Session 2: January 11, 2021 to March 29, 2021

Session 3: April 5, 2021 to June 25, 2021

8.0 Material

The vendor must provide all the necessary teaching materials and have them ready for each lesson, at no additional cost.

9.0 Specific Condition for Group Training

As required, the person in charge of language training may observe one or more classroom sessions. Suggestions may be made to improve teaching quality.

9.1 Feedback Report

Subsequent to each training session, OSFI will provide each learner with an online Course Feedback Evaluation as required. The Course Feedback Report must be completed by each learner and then submitted to the Project Coordinator. A summary of the evaluation results can be provided to the teacher upon request.

10.0 Cancellation Policy

- a)** No penalty when notice of 48 hours or more; or
- b)** 100% of training fees when notice less than 48 hours.



ANNEX "B" BASIS OF PAYMENT

(To be inserted at contract award)



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

Special comments:

Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
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16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



ANNEX "D" CONFIDENTIALITY AGREEMENT

Re: CONTRACT NUMBER:

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

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

NOW THEREFORE the undersigned undertakes and agrees as follows:

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

IN WITNESS WHEREOF the undersigned has executed this Undertaking this ____ day of _____, 2017.

CONTRACTOR

WITNESS

Signature

Signature

Name

Name



ANNEX "E" 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.

PART A - PARTIE A

1) Business Name Nom de l'entreprise	<input type="text"/>		
Business Address Adresse de l'entreprise (Include Unit No., R.R. or P.O. Box - Indiquer le n° d'unité, la route rurale ou la case postale)	<input type="text"/>		
	<input type="text"/>		Province <input type="text"/>
City, Town Ville	<input type="text"/>	Postal Code Code postal	<input type="text"/>
2) Authorized Representative's Name Nom du représentant autorisé <input type="text"/>			
Email Address Adresse courriel	<input type="text"/>		
Telephone Téléphone	<input type="text"/>	Fax Télécopieur	<input type="text"/>

PART B - PARTIE B

Branch No. N° de succursale	<input type="text"/>	<input type="text"/>
Institution No. N° de l'institution	<input type="text"/>	
Account No. N° de compte	<input type="text"/>	
Name of Account Holder(s) Nom(s), titulaire(s) du compte	<input type="text"/>	
		Financial Institution's Stamp Here Cachet de l'institution financière ici
<input type="text"/>		

