



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 Technical Training Courses	
Solicitation No. – N° de l'invitation 20181154	Date 17-12-18
Client Reference No. – N° référence du client 20181154	
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 (EST)
on – le 28-Jan-19	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 : Aleksandra Green	
Area code and Telephone No. Code regional et N° de téléphone 613-990-5925	Facsimile No. / e-mail N° de télécopieur / courriel 613-990-0081
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	

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 INTRODUCTION

This bid solicitation is divided into seven parts plus annexes and, attachments as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions : provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, the Bid Submission Form, and any other annexes.

1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of The Office of the Superintendent of Financial Institutions (the "Client") for the delivery of technical courses on an as and when requested basis.
- b. It is intended to result in the award of a maximum of three (3) contracts per stream, for an initial period from the date of contract award to December 1, 2021, plus (2) two one-year irrevocable options allowing Canada to extend the term of the contract(s).

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.

1.3 DEBRIEFINGS

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



PART 2 – BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. 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>) issued by Public Works and Government Services Canada (PWGSC).
- b. 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(s).
- c. The 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.2 SUBMISSION OF BIDS

For electronic bid:

- a. 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.
- b. If your bid is transmitted by facsimile or 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

- a. All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. 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 FORMER PUBLIC SERVANT

a. Information Required

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



b. 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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.

c. 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:

- (i) name of former public servant;
- (ii) 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 web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

d. 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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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.

2.5 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.

2.6 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 reasons 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 in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :

- i. Section I: Technical Bid (1) one *soft copy* by email
- ii. Section II: Financial Bid (1) one *soft copy* by email
- iii. Section III: Certifications not included in the Technical Bid (1) one *soft copy* by email
- iv. Section IV: Additional Information (1) one *soft copy* by email

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

b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.
- v. Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf
 - Microsoft Word 97/2000 (.doc)
 - Microsoft Excel 97/2000 (.xls)

c. **Submission of Only One Bid:**

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*,
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or



- D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

d. **Joint Venture Experience:**

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Annex E with their bids. It provides a common form in which bidders can provide information required



for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

ii **Substantiation of Technical Compliance:**

The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Annex F, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the Bidder's Response Column of Annex F, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

iii **For Previous Similar Projects:**

Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated.

iv. **Corporate Profile:**

The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

3.3 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex B of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.



3.4 SECTION III: CERTIFICATIONS

Bidders are to submit the certifications required under Part 5 that have not been included in the Technical Bid.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 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 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 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.

4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria :**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex F- Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria/ :**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex F - Bid Evaluation Criteria.
- c. **Reference Checks :**
 - i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
 - ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact



its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond).

- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

4.3 FINANCIAL EVALUATION

Calculation of Financial Score:

- i. A financial evaluation will be performed only on proposals that are technically responsive. A technically responsive proposal (i.e. Qualified Bidder) is a proposal that meets all mandatory criteria and obtains the required minimum pass marks specified in this solicitation for the criteria that are subject to point rating.
- ii. The Financial Proposal Pricing Table provided in Attachment 1 to Part 4, "Financial Proposal Pricing Table" will be used for the purposes of the financial evaluation. Bidders must propose a Fixed Price per course in each Contract Period. A missing Fixed Price and/or Contract Period will render the Proposal non-responsive. Prices will be evaluated in Canadian Dollars.
- iii. Each Bidder's "Total Evaluated Cost" will be calculated as follows:
 - a) The Bidder's "Evaluated Price" will be computed using an average of the price per course for each workstream for both the primary and secondary courses, in Attachment 1 Financial Proposal Pricing Table, with a weight of 60% on the primary courses.
 - b) The qualified Bidder with the lowest "Total Evaluated Cost" will receive the maximum Financial Proposal Score of 30 points. The Financial Proposal Score for all other technically responsive Bidders will be computed (i.e. prorated) against the lowest "Total Evaluated Cost" using the following formula:

$$\text{Financial Proposal Score} = \frac{\text{Lowest Bidder "Total Evaluated Cost"}}{\text{Other Bidder "Total Evaluated Cost"}} \times 30 \text{ points}$$

4.4 BASIS OF SELECTION

- 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 Pass Mark, as outlined in Annex F which are subject to point rating.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

The technically responsive proposal that obtains a minimum pass mark for identified technical criteria of 70% and a specified minimum overall pass mark for proposed personnel experience of 70% and also has the highest combined rating of technical merit and price will be recommended for award of a contract. The total possible technical score is 70 while the total financial score is 30. Where two or more proposals achieve the identical highest combined rating of technical merit and price, the proposal with the lowest total price will be recommended for award of a contract.

For each proposal:

Calculation of Technical Score: the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 70.

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	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.16	73.15	77.70
Overall Rating		1st	3rd	2nd



Attachment 1 to Part 4, Financial Proposal Pricing Table

The Bidder must propose a Fixed Per Diem for course customization and travel in the table below.

Course customization and travel time	A	B	C
	Fixed per diem	Estimated Level of Effort	Total (A X B = C)
	\$	*50 Days	\$

*The level of effort is an estimate for calculation purposes and should be construed as a guarantee of work.

The Bidder must propose a Fixed Price per course and contract period identified in the table below.

Banking Workstream category

Item	Primary Courses	Locations Available (TOR, VAN, MTL)	Price per course during Initial contract - Contract award to December 21, 2021	Price per course during Option Period 1 – December 22, 2021, to December 21, 2022	Price per course during Option Period 2 – December 22, 2022, to December 21, 2023
1	Financial Statement Analysis		\$	\$	\$
2	Regulatory Compliance Management		\$	\$	\$
3	Capital Planning and Adequacy Requirements (CAR)		\$	\$	\$
4	Cyber Risk		\$	\$	\$
5	Stress Testing		\$	\$	\$
Proposed price per course (Average price per course = ROWS 1:5 / the number of courses submitted)			\$	\$	\$
(Proposed price per course- Initial Contract Period x 40%) + (Proposed price per course - Option Period #1 x 30%) + (Proposed price per course - Option Period #2 x 30%)			\$		

Item	Secondary Courses	Locations Available (TOR, VAN, MTL)	Price per course during Initial contract - Contract award to December 21, 2021	Price per course during Option Period 1 – December 22, 2021, to	Price per course during Option Period 2 – December 22, 2022, to



				December 21, 2022	December 21, 2023
1	Enterprise Risk Management		\$	\$	\$
2	Liquidity		\$	\$	\$
3	Structured Interest Rate Risk		\$	\$	\$
4	Asset Liability Management		\$	\$	\$
5	Fundamentals of Python for Finance		\$	\$	\$
6	Data Science Applications for Python Programming		\$	\$	\$
7	Machine Learning		\$	\$	\$
8	Digital Capital/Data Management Strategy		\$	\$	\$
9	Operational Risk Management		\$	\$	\$
10	Retail Credit		\$	\$	\$
11	Commercial and Corporate Credit		\$	\$	\$
12	Commercial Real Estate		\$	\$	\$
13	Counterparty Credit Risk		\$	\$	\$
14	Structured Finance and Securitization		\$	\$	\$
15	Funds, Liquidity and Capital Transfer Pricing		\$	\$	\$
16	Structural Interest Rate Risk, or Interest Rate Risk in the Banking Book		\$	\$	\$
17	Payments		\$	\$	\$
18	Fundamental Review of the Trading Book		\$	\$	\$
19	XVA: Credit, Funding and Capital Valuation Adjustments		\$	\$	\$
20	Liquidity Risk Management		\$	\$	\$
21	Options Hedging		\$	\$	\$
22	Anti-Money Laundering		\$	\$	\$
23	Fintech		\$	\$	\$
24	Risk Management		\$	\$	\$
25	Risk Appetite		\$	\$	\$
26	Risk Culture		\$	\$	\$
27	Recovery and Resolution Planning		\$	\$	\$
28	Credit Cards		\$	\$	\$



29	Emerging Risks		\$	\$	\$
30	Bidder Suggested Topic 1		\$	\$	\$
31	Bidder Suggested Topic 2		\$	\$	\$
32	Bidder Suggested Topic 3		\$	\$	\$
33	Bidder Suggested Topic 4		\$	\$	\$
34	Bidder Suggested Topic 5 (add further rows as needed)		\$	\$	\$
Proposed price per course (Average price per course = ROWS 1:34 / by the number of courses submitted)			\$	\$	\$
(Proposed price per course- Initial Contract Period x 40%) + (Proposed price per course - Option Period #1 x 30%) + (Proposed price per course - Option Period #2 x 30%)			\$		
TOTAL EVALUATED PRICE-FOR BANKING WORKSTREAM CATEGORY (Proposed price per course for Primary courses x 55%) + (Proposed price per course for Secondary courses x 40%) + (Proposed per diem for travel and customization of courses x 5%)			\$		



Insurance Workstream category

Item	Primary Courses	Locations Available (TOR, VAN, MTL)	Price per course during Initial contract - Contract award to December 21, 2021	Price per course during Option Period 1 – December 22, 2021, to December 21, 2022	Price per course during Option Period 2 – December 22, 2022, to December 21, 2023
1	Financial Statement Analysis		\$	\$	\$
2	Regulatory Compliance Management		\$	\$	\$
3	Capital Planning and Adequacy Requirements (LICAT)		\$	\$	\$
4	Cyber Risk		\$	\$	\$
5	Stress Testing		\$	\$	\$
Proposed price per course (Average price per course = ROWS 1:5 / 5)			\$	\$	\$
(Proposed price per course- Initial Contract Period x 40%) + (Proposed price per course - Option Period #1 x 30%) + (Proposed price per course - Option Period #2 x 30%)			\$		



Item	Secondary Courses	Locations Available (TOR, VAN, MTL)	Price per course during Initial contract - Contract award to December 21, 2021	Price per course during Option Period 1 – December 22, 2021, to December 21, 2022	Price per course during Option Period 2 – December 22, 2022, to December 21, 2023
1	Enterprise Risk Management		\$	\$	\$
2	Individual and Group Health Insurance		\$	\$	\$
3	Individual and Group Annuities		\$	\$	\$
4	Disability Products		\$	\$	\$
5	Seg.Funds / Variable Annuities		\$	\$	\$
6	Longevity Insurance Solutions		\$	\$	\$
7	Specialty Lines		\$	\$	\$
8	Life Insurance Operations		\$	\$	\$
9	Life Actuarial Concepts		\$	\$	\$
10	P&C Actuarial Concepts		\$	\$	\$
11	Liquidity		\$	\$	\$
12	Structured Interest Rate Risk		\$	\$	\$
13	Asset Liability Management		\$	\$	\$
14	Data Science Applications for Python Programming		\$	\$	\$
15	Fundamentals of Python for Insurance/Actuarial Analysis		\$	\$	\$
16	Machine Learning		\$	\$	\$
17	Digital Capital/Data Management Strategy		\$	\$	\$
18	Operational Risk Management		\$	\$	\$
19	Personal and Commercial Property		\$	\$	\$



	Insurance				
20	Personal and Commercial Auto Insurance		\$	\$	\$
21	Individual and Group Life Insurance		\$	\$	\$
22	Reinsurance		\$	\$	\$
23	Commercial Real Estate		\$	\$	\$
24	Counterparty Credit Risk		\$	\$	\$
25	Structured Finance and Securitization		\$	\$	\$
26	Funds, Liquidity and Capital Transfer Pricing		\$	\$	\$
27	Payments		\$	\$	\$
28	Liquidity Risk Management		\$	\$	\$
29	Options Hedging		\$	\$	\$
30	Anti-Money Laundering		\$	\$	\$
31	Insurtech		\$	\$	\$
32	Risk Management		\$	\$	\$
33	Risk Appetite		\$	\$	\$
34	Risk Culture		\$	\$	\$
35	Recovery and Resolution Planning		\$	\$	\$
36	Emerging Risks		\$	\$	\$
37	Bidder Suggested Topic 1		\$	\$	\$
38	Bidder Suggested Topic 2		\$	\$	\$
39	Bidder Suggested Topic 3		\$	\$	\$
40	Bidder Suggested Topic 4		\$	\$	\$
41	Bidder Suggested Topic 5 (add further rows as needed)		\$	\$	\$
Proposed price per course (Average price per course = ROWS 1:41 / 41)			\$	\$	\$
(Proposed price per course- Initial Contract Period x 40%) + (Proposed price per course - Option Period #1 x 30%) + (Proposed price per course - Option Period #2 x 30%)			\$		
TOTAL EVALUATED PRICE-FOR INSURANCE WORKSTREAM CATEGORY (Proposed price per course for Primary courses x 55%) + (Proposed price per course for Secondary courses x 40%) + (Proposed per diem for travel and customization of courses x 5%)			\$		



PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below. 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the contract.

5.1 CERTIFICATIONS REQUIRED WITH BID

Bidders must submit the following duly completed certification(s) as part of their bid.

a. Declaration of Convicted Offences

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

b. Submission of Only One Bid

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other bidder.



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

No security or financial requirements apply to this bid solicitation.



PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

- a. [] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s):** Under the Contract, the "**Client**" is the Office of the Superintendent of Financial Institutions.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term :** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 TASK AUTHORIZATION (“TA”)

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an “as-and-when-requested basis” using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

Form and Content of Task Authorization :

- i. The Project Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix C to Annex A The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the category of resources and the number required;



- E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Contracting Authority, within five (5) working days of receiving the draft Task Authorization or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below.
 - ii. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
 - iii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than five (5) calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended)
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - D. the total estimated cost specified in the TA (applicable taxes extra);
 - E. the total amount (applicable taxes extra) expended to date;
 - F. the start and completion date; and
 - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).



- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended)
 - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.

7.3 MINIMUM WORK GUARANTEE

- a. In this clause,
 - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. **"Minimum Contract Value"** means 1 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

7.4 STANDARD CLAUSES AND CONDITIONS

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

General Conditions :

2035 (2018-06-21), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of



- a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
- b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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.

Disposing of Records

The Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all Records (including all copies) to the Contracting Authority.

7.5 SECURITY REQUIREMENT

There are no security requirements associated with this contract.

7.6 CONTRACT PERIOD

Contract Period: The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends December 1, 2021; and the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

Option to Extend the Contract:

The Contractor grants to Canada the irrevocable options to extend the term of the Contract by up to two (2) additional one (1)-year period(s) under the same terms and conditions. The Contractor agrees that,



during the extended period of the Contract, it will be paid in accordance with the applicable provisions 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 two (2) 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.

7.7 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name : Aleksandra Green
Title : Senior Contracting Officer
Organization : Office of the Superintendent of Financial Institutions
Address : 255 Albert St. Ottawa, ON, K1A 0H2
Telephone : 613-990-5925
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.

b. Project Authority *[To be provided at time of 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.

c. Contractor's Representative *[Fill in or delete as applicable]*

Note to Bidders: The Contractor's Representative, Project Authority and contact information will be identified at the time of contract award.

7.8 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.9 PAYMENT

a. Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive price per course set out in Annex B), Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: [\$ _____]

- ii. **Pre-Authorized Travel and Living Expenses :**

For the requirements to travel the Contractor will be reimbursed its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travelers”, rather than those referring to “employees”. All travel must have the prior authorization of the Project Authority. Travel requests will only be considered for a work location which is located more than 100 kilometers from 121 King Street West, Toronto, ON, M5H 3T9.

- A. The Contractor will be paid for actual time spent travelling at half the hourly rate. The hourly rate will be determined by dividing the firm per diem rate set out in Annex B by 7.5 hours. All payments are subject to government audit.
- B. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Canada will not accept any travel and living expenses for any travel required between the Contractor’s place of business and 121 King Street West, Toronto, ON, M5H 3T9 or any relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit. Estimated Cost: [\$ _____]

Travel Status Time: The Contractor will be able to charge for time spent travelling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual’s work location at 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}}{7.5 \text{ hours}}$$

- iii. **Applicable Taxes:**

Estimated Cost: [\$ _____]



- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure – Cumulative Total of all Task Authorizations

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
- iv. 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

c. 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 :

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

f. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.10 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.



- d. The Contractor must provide the original of each invoice to the Project Authority, and a copy to the Contracting Authority.

7.11 CERTIFICATIONS

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

7.12 APPLICABLE LAWS

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

7.13 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. 2035 (2018-06-21), General Conditions, Higher Complexity, Services;
- c. Annex A, Statement of Work- including its Appendices as follows:
 - i. Appendix A to Annex A – Banking and Insurance category Work Streams;
 - ii. Appendix B to Annex A - Tasking Assessment Procedure;
 - iii. Appendix C to Annex A - Task Authorization (TA) Form;
- d. Annex B, Basis of Payment;
- e. Annex C, Confidentiality Agreement;
- f. Annex D, Direct Deposit form;
- g. Annex E, Bid Submission Form;
- h. Annex F, Bid Evaluation Criteria.
- i. the Contractor's bid dated [_____] [*insert date of bid*], as amended [_____] [*insert date(s) of amendment(s) if applicable*].

7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.15 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.



- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.16 JOINT VENTURE

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

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

7.17 SERVICES – GENERAL

If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.



The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.18 SAFEGUARDING ELECTRONIC MEDIA

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

7.19 REPRESENTATIONS AND WARRANTIES

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

7.20 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Project Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.21 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver



the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.

- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



ANNEX A

STATEMENT OF WORK

Introduction

The Office of the Superintendent of Financial Institutions (OSFI) is seeking training opportunities to enhance its supervisory knowledge and processes on a variety of topics related to the supervision of Federally Regulated Financial Institutions (FRFIs).

As part of the Supervision Training Initiative (STI), Common Supervisory Services (CSS) is developing a strategy to centrally manage various approaches for delivery of training that meets a wide range of training needs from the three Supervision Sectors: Deposit-Taking Supervision Sector (DTSS), Insurance Supervision Sector (ISS), and Risk Support Sector (RSS).

Detailed information about the Office of the Superintendent of Financial Institutions (OSFI), including our mission and objectives, history, organization and how we regulate can be found at OSFI's website – www.osfi-bsif.gc.ca.

1. Objective

OSFI would like to establish contractual arrangements with one or more Training Services Vendors (TSVs) to provide off-the-shelf or customized off-the-shelf (OTS) corporate training services on an as and when requested basis. OSFI is seeking the services of training resource(s) to deliver sessions of up to 10 courses per fiscal year in at least one of the Official Languages (English and French) on one or more key topics related to the supervision of FRFIs. A course may have multiple session deliveries in at least one of the Official Languages.

The selection of the ideal approach is a joint decision made by OSFI Stakeholders (CSS, involved individuals from the three Supervision Sectors and Procurement & Contracting), to meet the following training service delivery objectives:

- High Quality and Relevancy
- Timeliness
- Flexibility
- Optimum Cost.

2. Scope of Work

OSFI is seeking training services for supervisors in the three Supervision Sectors: DTSS, ISS, and RSS to support the effective supervision of FRFIs. The topics of these courses would fall into two major categories:

- Deposit-taking Institution Regulation and Supervision (Banking Category Work Stream)
- Insurance Company Regulation and Supervision (Insurance Category Work Stream)

1. The TSV must deliver one or more of the training courses on the list submitted ("Syllabus") as part of the bid, to OSFI staff on an as and when requested basis throughout the duration of the contract.

TSVs must customize their OTS course offerings as required to ensure that the courses reflect OSFI requirements, which must include, but are not limited to:



- Canadian content (e.g. relevant information and examples from the Canadian financial industry); and
- Supervisory and regulatory content (e.g. relevant information and examples for banking and insurance supervisors and regulators).

For each Task Authorization, OSFI may specify additional requirements that must be addressed in the proposal submitted in response to the TA. If the criteria are not met, OSFI reserves the right to go to the next highest ranked contractor in the Contractors' order of ranking until another contractor in the ranking can meet the criteria.

3. Format of Deliverables

The deliverables for each course must include, but are not limited to:

- Course Agenda – documents must be provided in either Word, Powerpoint or PDF format. The contents must be clearly presented, and allow OSFI employees the ability to highlight and copy text as needed.
- Course Materials – documents must be provided in either Word, Powerpoint or PDF format. The contents must be clearly presented, and allow OSFI employees the ability to highlight and copy text as needed.
- All other training materials and logistics (acceptable location, presentation/workshop tools, desks, chairs, computers, mics, presentation handouts, translation etc.) necessary to deliver each training element. See below for further details on exceptions to the TSV providing the training location.
- An updated course syllabus from the TSV must be provided annually to OSFI.

4. Training Design & Delivery

- The TSV must obtain Project Authority approval for each proposed training course session agenda, outline, and topics to be covered.
- The TSV must deliver training sessions on dates, timing & location approved by Project Authority. The TSV must deliver training sessions in the Official Language approved by Project Authority and specified in the TSV's Syllabus.
- For each course design and delivery, the TSV will ensure that the course designer(s), instructor(s) and/or facilitator(s), as applicable, meet the TSV's internal quality standards, which were provided to OSFI in the TSV's Bid.
- The TSV must ensure training design and materials that accommodate all learning styles and meet adult learning principles to promote greater learner interactivity to:
 - Optimize participant skill development;
 - Achieve desired learner outcomes; and
 - Include relevant scenarios and case studies
- Deliverables on the same topic made in both Official Languages by the same TSV within a six-month period must be of comparable quality and scope.



- If the TSV is unable to provide their training material in French, OSFI reserves the right to have the material translated and delivered to OSFI staff by a 3rd Party.

5. Location of Work

The TSVs are expected to deliver training services at the locations indicated by the TSV in its Bid. The training services will be requested primarily in Toronto (English), and, where needed and available, in Vancouver (English) and Montreal (French). The TSVs should provide the local training venue (Toronto, Vancouver, and Montreal) within 800 metres walking distance of the OSFI office in the requested city of delivery (as measured by Google Maps). Should the Vendor not be able to secure a location suitable for the training, OSFI may be able provide a location for the training. Capacity will be up to 30-50 OSFI staff for Toronto (English) sessions, up to 20 OSFI staff for the Vancouver (English) sessions, and up to 25 OSFI staff for the Montreal (French) sessions. The minimum number of attendees will vary based on location and subject matter.

6. Language of Work

All communications with the Project Authority must be in English. Communications with SMEs must be in English or the same Official Language as the course delivery, as requested by the SME. Deliverables specific to a training event must be in same Official Language as the course delivery.

7. Client Support

OSFI will be responsible for registering participants for the sessions and will provide updated expected number of attendees 1 week in advance of the delivery, with an additional confirmation of any changes to the number 1-2 days in advance of each delivery.

8. Schedule

The courses must take place over a 0.5 to 3-day (“day” defined as 7.5 hours with half hour lunch break) period during the length of the contract. The TSV must work with OSFI to determine appropriate dates, times, and location for the delivery of the courses. The TSV must be able to deliver 80% of the requested courses within two months of finalizing the course agenda.

9. Optional Services

- OSFI may require up to 10 additional courses per year.

10. Method of Acceptance

The course descriptions, agenda, design, method and timing of delivery are subject to review and approval by the Project Authority.

Draft course descriptions and design will be reviewed by OSFI SME. Successful TSVs must provide a revised version within one week.

The Project Authority will assess and accept the quality of the deliverables upon the completion of the courses.



APPENDIX A TO ANNEX A BANKING AND INSURANCE CATEGORY WORK STREAMS

(To be inserted at contract award)



APPENDIX B TO ANNEX A

TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix C to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Contracting Authority a quotation of rates to supply the requested courses based on the information identified in the TA Form and must meet the criteria outline below. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. Once the quotation has been accepted by the Contracting Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

Multiple contracts and Work Allocation

As more than one contract has been awarded for this requirement specified in the Statement of Work in Annex A, a request to perform a task will be sent to the first ranked Contractor in the Contractors' order of ranking. The Contractor must address and show how it meets the following work allocation criteria as defined by the Project Authority in the TA within 2 business days of receiving the request:

Work Allocation Criteria:

- 1- **Syllabus/Instructor:** In order to assess the potential course, the potential Contractor will be required to certify that it and its proposed qualified resource(s) are a subject matter expert in the field and are able to provide the training outlined in the Syllabus, as set out in the Statement of Work.
- 2- **Linguistic capability:** Should the course identified in the TA require that the Work be performed in both official languages, the Contractors must propose qualified bilingual resources for each resource category required under the TA.
- 3- **Work location:** In order to minimize travel costs, the Contractor's ability to supply all the resources required in the city in which OSFI is located will be considered.

Failure by the Contractor to meet criteria, including any additional criteria as specified in the scope of work, or to submit a response within the prescribed timeframe may result in setting aside of the Contractor for this particular task.

The Contractor will be by-passed, but will maintain its rotational position to be considered first for the next TA to be issued under these contracts. The Project Authority will send the request to the next Contractor in the rotation queue. This process will continue until the requirement can be fully addressed by a Contractor.



If that Contractor confirms in writing that it is unable to perform the task as a result of non-compliance to the above criteria or of previous commitments under one or more than one authorized TA, the request to perform a task will be forwarded to the next highest ranked contractor in the Contractors' order of ranking until another contractor in the ranking can perform the task. This process will continue until the requirement can be fully addressed by a Contractor. Should no Contractor be able to provide the services requested, Canada reserves the right to procure the specified services using alternative contracting methods. A contractor in the ranking may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more than one authorized TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

Contractors' order of ranking

(To be completed at contract award - insert, the applicable option:

___ (insert number) contracts were awarded as a result of OSFI bid solicitation number: 20181154. The Contractors' order of ranking is as follows:

Banking Category Work Stream:

Ranked first: _____

Ranked second: _____

Ranked third: _____

Insurance Category Work Stream:

Ranked first: _____

Ranked second: _____

Ranked third: _____



APPENDIX C TO ANNEX A

TASK AUTHORIZATION FORM

TASK AUTHORIZATION					
Contractor: _____		Contract Number: _____			
Task Number: _____		Date: _____			
TA Request (For completion by Project Authority)					
<p>1. Description of Work to be Performed</p> <p style="text-align: center;">Statement of Work</p> <p style="text-align: center;">[Insert details]</p> <p style="text-align: center;">Description of any Deliverable(s) required (including the required format and media)</p> <p>[Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract]</p>					
2. PERIOD OF SERVICES		From:	Date	To:	Date
3. Work Location		[Indicate where the work will be performed]			
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
5. Other Conditions /Restrains		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
6. Task Proposal (insert rows as required) Check (<input type="checkbox"/>):		Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/>		
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL					
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other					
8. BILINGUALISM (if applicable)					
		<input type="checkbox"/> YES		<input type="checkbox"/> NO	
List of the categories of personnel for whom the bilingualism is required: N/A					
TA Proposal (For completion by Contractor)					
9. Estimated Cost Contract <Insert additional rows as required>					
Course Name	Fixed price	# of Days	Total cost		
			\$		
Course cost				Total	\$
Travel & Living				Estimated Cost	
Grand Total for Labour and Travel					\$



TA Approval		
10. Signing Authorities		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the Office of the Superintendent of Financial Institutions		Date
11. Basis of Payment & Invoicing		
In Accordance with the article entitled "Basis of Payment" in the Contract.		
Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.		
Original invoices shall be sent to the Project Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.		

DELIVERABLE ACCEPTANCE
Department Name: _____
Task Authorization Number: _____
Contract Authority: _____
Date Submitted: [YYYY-MM-DD]
DESCRIPTION OF DELIVERABLE(S)
[Describe the deliverables accepted]
Name of the individual who accepted the deliverable: _____
Title of the individual who accepted the deliverable: _____
Date accepted: [YYYY-MM-DD]
Signature of the individual who accepted the deliverable: _____
Comments:



ANNEX B

BASIS OF PAYMENT

(To be inserted at contract award)



ANNEX C CONFIDENTIALITY AGREEMENT

To: Canada

Re: Contract Number: _____

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

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

NOW THEREFORE the undersigned undertakes and agrees as follows:

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

IN WITNESS WHEREOF the undersigned has executed this undertaking this ____ day of _____, 2018

CONTRACTOR

WITNESS

Signature

Signature

Name

Name



ANNEX D DIRECT DEPOSIT



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.

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.

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.

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

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)

Province

City, Town
Ville Postal Code
Code postal

2) Authorized Representative's Name
Nom du représentant autorisé

Email Address
Adresse courriel

Telephone
Téléphone Fax
Télécopieur

PART B - PARTIE B

Branch No.
N° de succursale

Institution No.
N° de l'institution

Account No.
N° de compte

Name of Account Holder(s)
Nom(s), titulaire(s) du compte

Financial Institution's Stamp Here
Cachet de l'institution financière ici



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.
4. Numéro de compte - comme il est indiqué sur votre chèque.

Name / Nom		Example / Exemple		Cheque No.	0000000
P.O. Box / C.P. 000				N° de chèque	
City / Ville, Canada H0H 0H0					
Pay to the order of		"Void" « Nul »		\$	
Payez à l'ordre de					Dollars
				Signature	
9999		: 999999 : 9999 :		999 999 999	
1	2	3	4		

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
Anglais

Français
Français



ANNEX E

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"



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 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.

Signature of Authorized Representative of Bidder

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ANNEX F

BID EVALUATION CRITERIA

Mandatory Evaluation Criteria

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

Mandatory Requirements	Cross-Ref to Proposal	Complies Yes / No	Reference
<p>M.1 The Bidder must demonstrate a minimum of three (3) years of experience providing the services described in the Statement of Work within the last six (6) years, as of bid closing.</p>			
<p>M.2 The Bidder must provide two (2) independent references and contact information that are able to validate recent experiences in providing the services described in the Statement of Work and would be favourable to working with the bidder again.</p>			
<p>M.3 The Bidder must demonstrate that they can provide the services to support the service levels (delivery languages, location, premises and number of participants) described in the statement of work. The response will be further evaluated under R.1</p>			
<p>M.4 The Bidder must provide a description of the Bidder's quality assurance process to ensure acceptable quality Instructors. This should include:</p> <ul style="list-style-type: none"> • Company policies; • Educational and work experience requirements for Instructors; • Initial and ongoing vetting procedures; and • Any other relevant quality assurance process details or items. <p>The response will be further evaluated under R.4</p>			
<p>M.5 The Bidder must provide a description of the Bidder's process to ensure acceptable quality Course Design and Content. This should include a description of the assessment and development</p>			



<p>process for:</p> <ul style="list-style-type: none">• Target Audience;• Learning Objectives;• Learning Styles;• Depth and Coverage of Course Content;• Methods of Delivery; and• Feedback Process. <p>This will be further evaluated under rated criteria R.2</p>			
<p>M.6 The Bidder must outline the list of courses that they offer “i.e. Syllabus”. The Syllabus must be presented using the table provided in point rated criteria R5. All courses offered by the Bidder but not listed in the ‘Required’ and ‘Other’ categories of each workstream may be added at the bottom of the ‘Other’ category.</p> <p>The Syllabus will be assessed in rated criteria R5.</p>			



Point-Rated Evaluation Criteria

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

Evaluation Criteria	Experience and Qualifications of the Bidder	MAX POINTS	PASS MARK	Reference
R.1	<p>The Bidder should describe how they will meet the service requirements (delivery languages, location, premises and number of participants) outlined in the SOW.</p> <ul style="list-style-type: none"> • Proposal does not address any OSFI requirements: delivery languages, location, premises and number of participants (0 points). • Proposal addresses some OSFI requirements: delivery languages, location, premises and number of participants (20 points). • Proposal addresses majority of OSFI requirements delivery languages, location, premises and number of participants (30 points). • Proposal addresses all OSFI requirements delivery languages, location, premises and number of participants (50 points). • 	50	30	
R.2	<p>The Bidder's process to ensure acceptable quality Course design and content, as provided under M5 will be assessed as follows:</p> <ul style="list-style-type: none"> • Proposal does not address M5 requirements: Course design and content (0 points). • Proposal addresses some M5 requirements: Course design and content (20 points). • Proposal addresses majority of M5 requirements: Course design and content (30 points). • Proposal addresses all M5 requirements: Course design and content (50 points). 	50	30	
R.3	<p>The Bidder should have recent experience (in the past three (3) years from the bid closing date) in delivering training courses within Organizations that supervise or regulate Financial Institutions.</p> <ul style="list-style-type: none"> • 10 points for delivering training to one (1) Organization that supervises or regulates Financial Institutions, • 25 points for delivering training to two (2) Organizations that supervise or regulate Financial Institutions • 40 points for delivering training to three (3) or more Organizations that supervise or regulate Financial Institutions 	40	NA	
R.4	<p>The Bidder's process to ensure acceptable quality Instructors, as provided under M4 will be assessed as follows:</p> <ul style="list-style-type: none"> • Proposal does not sufficiently describe how quality is assured (0 points) • Proposal partially describes how quality is assured (15 	40	25	



	<p>points)</p> <ul style="list-style-type: none"> • Proposal adequately describes how quality is assured (25 points) • Proposal very distinctively describes how quality is assured (40points) 			
R.5	<p>The Bidder should demonstrate how their syllabus covers the Required Topics and Preferred Topic courses as outlined below.</p> <ul style="list-style-type: none"> • Bidders should outline their proficiency in any or all of the categories outlined below. • Bidders should suggest additional topics (no limit) that they can deliver that are not included in the list, but may be relevant to OSFI's Supervision work processes. <p>Points:</p> <ul style="list-style-type: none"> • 2 points for each "Required Course" that can be delivered in English. • 2 extra points per course will be given for French delivery. • 1 point for each "Secondary Course" that can be delivered in English. 1 extra point per course will be given for French delivery. • 1 point per course will be given for Bidder Suggested courses that are deemed acceptable. 1 extra point will be given per course for French delivery. • 10 extra points will be given to Bidders that can deliver all 5 of the Required Course. • Minimum pass mark: 8 points total from the Required Course category for each Workstream • Minimum pass mark: 8 points total from the Secondary Course category for each Workstream <p>Maximum of 65 points awarded total for each Workstream (Primary and Secondary courses).</p>			

Banking Category Work Stream

Primary Courses	Course Synopsis	Course Length	Course Complexity (Low, Med, High level of technicality or conceptual difficulty)	Prerequisites (if any)	Languages Available	Locations Available (TOR, VAN, MTL)
Financial Statement Analysis						
Regulatory Compliance Management						



Capital Planning and Adequacy Requirements (CAR)						
Cyber Risk						
Stress Testing						

Secondary Courses	Course Synopsis	Course Length	Course Complexity (Low, Med, High level of technicality or conceptual difficulty)	Prerequisites (if any)	Languages Available	Locations Available (TOR, VAN, MTL)
Enterprise Risk Management						
Liquidity						
Structured Interest Rate Risk						
Asset Liability Management						
Fundamentals of Python for Finance						
Data Science Applications for Python Programming						
Machine Learning						
Digital Capital/Data Management Strategy						
Operational Risk Management						
Retail Credit						
Commercial and Corporate Credit						
Commercial Real Estate						
Counterparty Credit Risk						
Structured Finance and Securitization						
Funds, Liquidity and Capital Transfer Pricing						
Structural Interest Rate Risk, or Interest Rate Risk in the Banking Book						
Payments						
Fundamental Review of the Trading Book						



XVA: Credit, Funding and Capital Valuation Adjustments						
Liquidity Risk Management						
Options Hedging						
Anti-Money Laundering						
Fintech						
Risk Management						
Risk Appetite						
Risk Culture						
Recovery and Resolution Planning						
Credit Cards						
Emerging Risks						
Bidder Suggested Topic 1						
Bidder Suggested Topic 2						
Bidder Suggested Topic 3						
Bidder Suggested Topic 4						
Bidder Suggested Topic 5 (add further rows as needed)						

Insurance Category Work Stream

Primary Courses	Course Synopsis	Course Length	Course Complexity (Low, Med, High level of technicality or conceptual difficulty)	Prerequisites (if any)	Languages Available	Locations Available (TOR, VAN, MTL)
Financial Statement Analysis						
Regulatory Compliance Management						
Capital Planning and Adequacy Requirements (LICAT)						
Cyber Risk						
Stress Testing						

Secondary Courses	Course Synopsis	Course Length	Course Complexity (Low, Med, High level of	Prerequisites (if any)	Languages Available	Locations Available (TOR, VAN, MTL)



			technicality or conceptual difficulty)			
Enterprise Risk Management						
Individual and Group Health Insurance						
Individual and Group Annuities						
Disability Products						
Seg.Funds / Variable Annuities						
Longevity Insurance Solutions						
Specialty Lines						
Life Insurance Operations						
Life Actuarial Concepts						
P&C Actuarial Concepts						
Liquidity						
Structured Interest Rate Risk						
Asset Liability Management						
Data Science Applications for Python Programming						
Fundamentals of Python for Insurance/Actuarial Analysis						
Machine Learning						
Digital Capital/Data Management Strategy						
Operational Risk Management						
Personal and Commercial Property Insurance						
Personal and Commercial Auto Insurance						
Individual and Group Life Insurance						



Reinsurance						
Commercial Real Estate						
Counterparty Credit Risk						
Structured Finance and Securitization						
Funds, Liquidity and Capital Transfer Pricing						
Payments						
Liquidity Risk Management						
Options Hedging						
Anti-Money Laundering						
Insurtech						
Risk Management						
Risk Appetite						
Risk Culture						
Recovery and Resolution Planning						
Emerging Risks						
Bidder Suggested Topic 1						
Bidder Suggested Topic 2						
Bidder Suggested Topic 3						
Bidder Suggested Topic 4						
Bidder Suggested Topic 5 (add further rows as needed)						