



RETURN BIDS TO :

Attention : Erica Savage
Department of Finance Canada
90 Elgin Street
Mail Receiving Area, Level 1, Room 0148A
Ottawa, ON K1A 0G5

REQUEST FOR PROPOSAL

Proposal To: Department of Finance

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.

Instructions : See Herein

This document contains a Security Requirement.

Security Requirement: NO
Personnel:
Facility:
Document Safeguarding:

Title: Cyber risks and open banking
Solicitation No.: FIN-20182254
Date: February 15, 2019
GETS Reference No.: PW-19-00864476
Solicitation Closes: at 02 :00 PM on March 12, 2019
Time Zone: Eastern Standard Time EST
Solicitation Authority: Name: Erica Savage Title: Senior Procurement and Contracting Officer Branch: Corporate Services Branch Email: erica.savage@canada.ca Phone: 613-369-3592

Method of Supply: Open Bid	
Estimated Contract Period: Contract award to May 27, 2019	
Option Periods: NO	Number of Option Periods: 0
All enquiries regarding this proposal solicitation must be submitted in writing to the Solicitation Authority, <u>no less than 5(five) calendar days prior to the Proposal Closing Date</u> to allow sufficient time for the Department of Finance to provide responses. Enquiries received after that date may not be responded to prior to the Proposal Closing Date. All answers that provide more information on the requirement will be posted on GETS.	



1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, 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;
- 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirement: 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, Evaluation Procedures and Basis of Selection.

1.2 Summary

The Department of Finance is undertaking a review into the merits of open banking. The Department of Finance requires the services of a Contractor to perform a background study on cybersecurity and open banking. The work of the contract is to provide background on the existing state of cyber risks for the Canadian financial sector from a non-technical standpoint. As part of the work, the Contractor will also evaluate approaches to cyber risks in other comparable jurisdictions, particularly those who are moving forward with open banking and who are developing cyber risk mitigates in an open banking environment. The report will consider how open banking creates new opportunity for threats and identify gaps in the existing regulatory and governance system.

1.3 Debriefings and Dispute Resolution

- 1.3.1 Debriefings: After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the RFP Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.
- 1.3.2 Dispute Resolution: The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with OPO by contacting them by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2.2 Submission of Bids

Bids must be submitted only to the Department of Finance's Mailroom by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, 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.

Definitions

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

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



"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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



The **A3025T (2014-06-26)** Instructions to Bidders / Contractors- Former Public Servant - Competitive Bid, are incorporated by reference into and form part of the bid solicitation.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid: 1 hard copy and 1 electronic copy on usb key.

Section II: Financial Bid: 1 hard copy and 1 electronic copy on usb key.

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the electronic copy and the hard copy, the wording of the hard copy will have priority over the wording of the electronic copy.

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

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

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



In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in Canadian Funds and in accordance with the pricing schedule detailed in Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

3.1.2 Payment of Invoices by Credit Card

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

Section III: Certifications

In Section III of their bid, Bidders should provide the required certifications, as well as any associated documentation.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids

Overview

All Bidders' proposals will be evaluated in accordance with the Evaluation and Selection Plan detailed in this Section. The basis of selection shall base on Highest Combined Rating of Technical Merit (70%) and Price (30%)

This RFP will utilize a six-phase evaluation process:

- Phase 1: Evaluation of Mandatory Criteria
- Phase 2: Evaluation and Scoring of Point-Rated Criteria
- Phase 3: Verification and scoring adjustment
- Phase 4: Determination of Final Technical Score
- Phase 5: Evaluation of Financial Proposal
- Phase 6: Basis of Selection

Details of the evaluation process follow.

Phase 1: Evaluation of Mandatory 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.

Phase 2: Evaluation and Scoring of Point-Rated Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals. To be considered responsive, a bid must obtain a minimum threshold as specified in the point-rated criteria. Bids that do not obtain the minimum threshold will not be given further consideration.

Phase 3: Verification and Scoring Adjustment

In this phase of the evaluation, the Bid Evaluation Team may subject each responsive Bidder to a verification process to validate the accuracy and reliability of the Bidder's written responses to the Mandatory and Rated Requirements of this RFP.

In the case of a verification of Customer Reference:



1. Bidders will be given no less than one (1) business days' notice, in writing, of Canada's intention to initiate contact with the Bidder's reference account(s). If required, the purpose of the reference checking process is to confirm only the information already provided by Bidders. Canada will act reasonably to accommodate the business and operational requirements of the Bidder's reference accounts.
2. If Canada is unable to contact a Bidder's reference account and/or schedule a reference check conference call within a reasonable time frame, Canada will request that the Bidder's representative act as an intermediary between Canada and the specific reference account for the purpose of arranging follow-up communications. The Bidder shall make every reasonable effort to arrange for such reference accounts to speak to authorize Evaluation Team personnel in a timely and professional manner so as to reasonably accommodate the Canada's review and evaluation schedule.
3. If, despite notice and reasonable efforts by Canada to confirm information provided by the Bidder in respect of any identified reference account, the Crown is unable to confirm the information provided by the Bidder, either through non-responsiveness, or for any other reason, within two (2) business days of notice, the reference account will be zero-rated for the requirement(s) for which it was tendered.
4. If the reference checking response provided to the Evaluation Team by the identified reference contact fails to substantiate the Bidder's stated level of experience, qualifications and/or capabilities for any particular requirement in the written proposal, the Evaluation Team will seek clarification of the discrepancy from the Bidder before making any adjustment to the Bidder's score or proposal.
5. If the Bidder is unable to provide a satisfactory written explanation for the discrepancy or disqualifying information furnished by the reference account within two (2) business days of the Crown written request to the Bidder for clarification concerning a requirement, then, in the case of a rated requirement, the Bidder's score for the specific requirement will be adjusted downward or rated zero, depending on the nature and degree of the discrepancy. Such revised score shall be based on a re-evaluation of the response as modified by the information provided through the reference check. The re-evaluation shall be in accordance with the evaluation criteria, applicable to the response. In the case of a mandatory requirement, the proposal will be evaluated as Non-compliant and receive no further consideration.

In the case of a verification of any other Mandatory or Rated requirement:

6. The Crown will issue a written request to all Bidders for verification of its written response (i.e., by facsimile). The verification request will be an opportunity for the Evaluation Team to verify selected written responses provided by all Bidders to the same list of specific requirements. The Bidder shall have three (3) business days in which to submit its response to Canada.

Phase 4: Determination of Final Technical Score

After completion of the evaluation and scoring of the Mandatory and Point-Rated responses, a Final Technical Proposal Score will be computed for each responsive Bidder.

Phase 5: Evaluation of Financial Proposal

Bidders' Financial Proposals will be evaluated as outlined herein.



Phase 6: Basis of Selection

The proposal will be evaluated on the basis of Highest Combined Rating of Technical Merit (70%) and Price (30%).

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please refer to Annex "C".

4.1.1.2 Point Rated Technical Criteria

Please refer to Annex "C".

4.1.2 Financial Evaluation

4.1.2.1 Financial Proposal Evaluation Overview

1. A financial evaluation will be performed only on proposals that are technically responsive. A technically responsive proposal is a proposal that meets all mandatory criteria and obtains the required minimum points specified in this solicitation for the criteria that are subject to point rating.
2. "For the purposes of bid evaluation, the total evaluated cost will be the "Bidder's Estimated Total Cost" to perform all of the work and produce all of the deliverables identified in Annex A, Statement of Work, of this RFP document.
3. The proposal will be evaluated on the basis of best value using the cost per point method.

Price will be evaluated in **Canadian Dollars**. The Pricing Table provided below will be used for the purposes of the financial evaluation.

4.1.2.2 Financial Proposal Pricing Table

Please refer to **Annex B- Basis of Payment**



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 as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The RFP Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the RFP Authority for additional information will also render the bid non-responsive.

The Bidder acknowledges that the Crown shall rely on this certification to award the contract. Should verification by the Crown disclose a misrepresentation on the part of the bidder, the Crown shall have the right to treat any contract resulting from this bid as being in default.

5.1 Certifications Required with the Bid

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

INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES

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

CERTIFICATION OF EDUCATION AND EXPERIENCE

"We hereby certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the Crown reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the Minister may consider appropriate."

Signature of authorized representative

Date



CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under any Task Authorization resulting from this Task Request, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from Task Authorization date, or within the time specified in the Task Request, and will remain available to perform the work in relation to the fulfillment of the requirement. Any proposed substitution after the proposal has been submitted but before issuance of Task Authorization may result in the re-evaluation of the proposal. Once the Task Authorization is allocated, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the technical authority.

Signature of authorized representative

Date

STATUS OF PERSONNEL

If the Contractor has proposed any person in fulfillment of this requirement who is not an employee of the Contractor, the Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's resume to the Contracting Authority. As well, the Contractor hereby certifies that the proposed person is aware that overtime may be required and is willing to comply.

During the proposal evaluation, the Contractor must upon the request of the Contracting Authority and/or the Technical Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Contractor fails to comply with such a request, its proposal will be considered non-compliant.

Signature of authorized representative

Date

FORMER PUBLIC SERVANTS IN RECEIPT OF A PENSION:

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below. This information may be disclosed in published proactive disclosure reports.

1.

Is the Bidder a former public servant?

- () YES
- () NO



2.

- () The Bidder is a former public servant in receipt of a pension under the *Public Service Superannuation Act*;
- () The Bidder is a former public servant in receipt of a pension who has incorporated;
- () The Bidder is in a partnership made up of former public servant(s) in receipt of a pension;
- () The Bidder is a former public servant in receipt of a pension who is the sole proprietor or has a major interested in the entity;
- () The Bidder is not a former public servant in receipt of a pension.

3. Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

- () YES
- () NO

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

The Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of authorized representative

Date

PART 6 – SECURITY REQUIREMENT

6.1 Note that there is no security requirement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 – April 4th, 2016, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2035 24 (2008-05-12) Liability - The Department of Finance will remain silent on liability
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/17>

7.2.2 Supplemental General Conditions

4010 (2012-07-16), Services - Higher Complexity apply to and form part of the Contract.

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

4006 01 (2008-05-12) Interpretation

1. In the Contract, unless the context otherwise requires:

"Background Information"

means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Firmware"

means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information"

means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"General Conditions"

means the general conditions that form part of the Contract;

"Intellectual Property"

means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans,



specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right"

means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software"

means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

2. Canada's primary objective in entering into the Contract is to receive the deliverables contracted for, to be able to use those deliverables, and any Intellectual Property arising by virtue of the Contract for Canada's activities, including future contracts, procurements and to protect or advance the broader public interest. These supplemental general conditions do not affect any existing Intellectual Property Rights in any information belonging to Canada, the Contractor or a third party.
3. Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions will prevail. If the General Conditions include a section on "Copyright", they are amended by deleting the section in its entirety.
4. If supplemental general conditions [4001](#), [4003](#) and [4004](#) are also incorporated in the Contract, the provisions of those supplemental general conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental general conditions.
5. References in these supplemental general conditions to the Contractor owning the Foreground Information or any rights in it refer to the Contractor, its subcontractors, its suppliers, its agents, its representatives or any of their employees owning such information or rights, as applicable.

4006 02 (2008-05-12) Records and disclosure of Foreground Information

1. During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Contracting Authority or a representative of the department or agency for which the Contract is performed, whether before or after the completion of the Contract.
2. Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.
3. For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

4006 03 (2008-05-12) Ownership of Intellectual Property Rights in Foreground Information



1. All Intellectual Property Rights in the Foreground Information belong to the Contractor as soon as they come into existence.
2. Despite the Contractor's ownership of all the Intellectual Property Rights in the Foreground Information, Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the Contract, including manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.
3. Any personal information, as defined in the [Privacy Act](#), R.S., 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
4. If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada and any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. The Contractor's Intellectual Property Rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by Canada and the personal information.
5. The Contractor must maintain the confidentiality of the information or data supplied by Canada and the personal information as required in the General Conditions. The Contractor must return all the information belonging to Canada on request or on completion or termination of the Contract. This includes returning all hard copies and electronic copies as well as any paper or electronic record that contains any part of the information or information derived from it.

4006 04 (2008-05-12) Licenses to Intellectual Property Rights in Foreground and Background Information

1. As Canada has contributed to the cost of developing the Foreground Information, the Contractor grants to Canada a license to exercise all Intellectual Property Rights in the Foreground Information for Canada's activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially and transfer or assign ownership of it. The Contractor also grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information.
2. These licenses are non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. Neither license can be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap license or any other kind of packaging, attached to any deliverable.
3. For greater certainty, Canada's licenses include, but are not limited to:
 - a. the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
 - b. the right to disclose the Foreground and Background Information to other governments for information purposes;



- c. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
 - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
 - i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
 - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada, if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
 - e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract.
4. The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

4006 05 (2008-05-12) Contractor's Right to Grant Licenses

The Contractor represents and warrants that it has the right to grant to Canada the licenses and any other rights to use the Foreground and Background Information. If the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party that permits compliance with section 4 or arrange, without delay, for the subcontractor or third party to grant promptly any required license directly to Canada.

4006 06 (2008-05-12) Waiver of Moral Rights

If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the [Copyright Act](#), R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

4006 07 (2008-05-12) License to Intellectual Property Rights to Canada's Information

1. Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada's Information only to perform the Contract.
2. If the Contractor wants to use any information owned by Canada for the commercial exploitation or further development of the Foreground Information, the Contractor must obtain a license from the



department or agency for which the Contract is performed. In its request for a license to that department or agency, the Contractor must explain why the license is required and how the Contractor intends to use the information. If the department or agency agrees to grant a license, conditions will be negotiated between the Contractor and that department or agency and may include the payment of a compensation to Canada.

4006 08 (2008-05-12) Transfer or License of Contractor's Rights

1. During the Contract, the Contractor must not sell, transfer, assign or license the Foreground Information without first obtaining the Contracting Authority's written permission.
2. After the Contract, if the Contractor transfer ownership in the Foreground Information, the Contractor is not required to obtain Canada's permission, but must notify the department or agency for whom the Contract is performed in writing of the transfer by referring to the serial number of the Contract and its date and by providing details about the transferee, including the conditions of the transfer. The Contractor must ensure that the transfer requires the transferee to notify the Canada of any future transfer. Any transfer must be subject to all Canada's rights to use the Foreground Information.
3. After the Contract, if the Contractor grants a license or any other right (other than a transfer of ownership) to a third party to use the Foreground Information, the Contractor is not required to notify Canada, but the license or right granted must not affect Canada's rights in any way.
4. If the Contractor at any time transfers ownership of or grants rights in the Foreground Information that interfere in any way with Canada's rights to use the Foreground Information, the Contractor must, if requested by Canada, immediately take all steps necessary to restore Canada's rights. If the Contractor is not successful in doing so, within the time reasonably required by Canada, the Contractor must immediately reimburse Canada for all costs Canada incurs to do so itself.

4006 09 (2008-05-12) Transfer of Intellectual Property Rights upon Termination of the Contract for Default

1. If Canada terminates the Contract in whole or in part for default, Canada may, by giving notice to the Contractor, require the Contractor to transfer to Canada all the Intellectual Property Rights in the Foreground Information, including the rights owned by subcontractors. In the case of Intellectual Property Rights in the Foreground Information that have been sold or assigned to a third party, the Contractor must pay to Canada on demand, at Canada's discretion, the fair market value of the Intellectual Property Rights in the Foreground Information or an amount equal to the payment received by the Contractor from the sale or assignment of the Intellectual Property Rights in the Foreground Information.
2. In the event of the issuance of a notice under subsection 1, the Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights as Canada may require. The Contractor must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case of an invention.

4006 10 (2008-05-12) Products created using the Foreground Information

If the Contractor uses the Foreground Information to develop any new product or any improvement in any existing product, the Contractor agrees that, if Canada wishes to purchase such new or improved product,



the Contractor must sell them to Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Canada's financial contribution to the development of those products.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4010/1>

7.3 Security Requirements

7.3.1 There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of contract award to March 29 2019.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Department of Finance Canada
Contracting and Procurement Division
90 Elgin Street, 10th floor
Ottawa, ON K1A 0G5



Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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.

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

(Insert or delete as applicable)

In its absence, the Project Authority 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.

7.5.3 Contractor's Representative

7.6 Proactive Disclosure of Contracts with Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, 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.

Definitions



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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

7.7 Payment

7.7.1 Basis of Payment

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____(excluded) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.2 Limitation of Price

SACC Manual clause [C6000C](#)(2017-08-17) Limitation of Price

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

7.7.3

H3010C (2016-01-28) Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
3. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
4. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable Laws

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

7.11 Priority of Documents

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



- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4010 (2012-07-16) Services - Higher Complexity
- (c) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information
- (d) the general conditions 2035(2018-26-21) General Conditions - Higher Complexity –Services
- (e) Annex X, Statement of Work;
- (f) Annex X, Basis of Payment;
- (g) Annex D, Non-Disclosure (at time of contract award)
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " **or** ",as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).



Annex A

STATEMENT OF WORK

Cyber Risks and Open Banking

1.0 Objectives

As announced in Budget 2018, the Department of Finance is undertaking a review into the merits of open banking. The Department of Finance requires the services of a Contractor to perform a background study on cybersecurity and open banking. The work of the contract is to provide background on the existing state of cyber risks for the Canadian financial sector from a non-technical standpoint. As part of the work, the Contractor will also evaluate approaches to cyber risks in other comparable jurisdictions, particularly those who are moving forward with open banking and who are developing cyber risk mitigates in an open banking environment. The report will consider how open banking creates new opportunity for threats and identify gaps in the existing regulatory and governance system.

2.0 Background

The digital economy is creating new risks to the financial system as interconnection increases and personal financial information is accessed by more parties. In this context, Canada's financial system, both financial institutions and government regulators, continue to prioritize cyber resilience and has invested significant resources in building and maintaining cyber resilient systems.

Cybersecurity risks are not unique to open banking. They exist across sectors and industries. In certain respects, open banking could mitigate cyber risks (e.g., those risks arising from the use of screen scraping, where service providers centrally store the unencrypted login credentials of customers, making them vulnerable to a cyber attack). However, as open banking increases data sharing and contact points, it could also potentially introduce new or increased risks (e.g., new companies connecting to and accessing data from the traditional financial services sector). Potential risks would need to be assessed and appropriate mitigation measures considered.

*The Minister of Finance's Advisory Committee on Open Banking will not review bids or provide input into the preparation of the deliverables.

3.0 Contract Period

The contract period will be from the date the contract award to May 17, 2019.

4.0 Tasks

The Contractor will be required to perform the following tasks as required by the Project or Technical Authority:

- 1) Study the state of cyber risk in the Canadian financial services sector with a focus on sharing customer information with third-parties and access points to data (including the prevalence of risks resulting from screen scraping). The study should include a non-technical review of how those risks are managed or mitigated by private entities, regulators and government-private partnerships.



Evaluate how open banking could create new opportunities for threats.

For those countries implementing open banking (in particular, the UK and Australia) or PSD2, evaluate how cyber risks are addressed in their system (e.g., new prudential regulations, tiered accreditation models with cyber requirements, contracts).

Describe models whereby open banking frameworks could account for market players with different levels of cyber risk sophistication (e.g., models where less sophisticated players do not access data, but instead send relevant algorithms to data source).

Describe the evolution of the cyber risk insurance market and how it fits within broader risk management frameworks to mitigate cyber risk stemming from open banking use cases.

Provide an overview on leading cyber security frameworks relevant for Financial Market Infrastructures (including the following) and distill key takeaways for management of risks under a possible open banking system.

- <https://www.nist.gov/cyberframework>
- <https://www.bis.org/press/p160629.htm>
- https://www.ecb.europa.eu/press/pr/date/2018/html/ecb.pr181203_1.en.html

Describe existing authentication practices (such as OAuth2) and their implications for security practices.

Describe and assess how digital identity frameworks could enhance security in a notional open banking framework.

- 2) Prepare a draft report
- 3) Prepare the final report
- 4) Debrief the Department for the draft and final reports as per deadlines
- 5) Address comments and feedback received from Finance officials throughout the whole contract period, and revise reports as necessary.

5.0 Deliverables

The contractor's resources must provide the deliverables (hard copy, electronic in MS Word, Excel, PowerPoint, Access, PDF, or ACL format) at the discretion of the Project Authority (PA) in English unless otherwise stated.



The Contractor must submit the following deliverables no later than the deadlines indicated:

Deliverable	Description	Deadline	Percentage of Effort
Kick off Meeting	<ul style="list-style-type: none"> Meeting to take place (can be via teleconference) within 5 days of Contract Award 	Within 5 days of Contract Award	
Draft Report	<ul style="list-style-type: none"> Substantial completion of a report addressing items listed in the Tasks section Informal debrief on the draft report 	April 15th, 2019	30%
Final Report	<ul style="list-style-type: none"> Complete report addressing all items listed in the Tasks section Formal debrief on the final report to senior Finance officials Revisions to the final report, if applicable, as per Finance Canada's final review 	May 13, 2019	70%
Revised Final Report	<ul style="list-style-type: none"> Revisions to final report (if necessary) as per Finance Canada's final review and comments. 	May 27 th , 2019	

5.0 Project Authority

The name and contact information of the Department of Finance Project Authority will be released at time of contract award.

6.0 Responsibilities

Department of Finance Responsibilities:

The Project Authority is responsible for:

- Managing the contract and coordination/liaison with the successful bidder.
- Being available for consultation as processes and documents are being developed.
- Provide meeting spaces at the department location.
- Approving the deliverables for payment.

Contractor Responsibilities:

The Contractor's resources will be responsible for:

- Reporting directly to the Project Authority.
- Ensure timeliness and quality of research and analysis.
- Prepare written reports as required for project deadlines.



- Debrief the Department for the draft and final reports as per deadlines.
-

8.0 Language of Work

Written materials to be delivered in English only.

9.0 Security of Information

No Government of Canada security clearance required. No confidential or protected materials will be provided to the contractor.

10. Travel

Any travel needed for the service of this contract will not be reimbursed.



ANNEX B

BASIS OF PAYMENT

Professional Services:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the following Basis of Payment for work performed under Annex A of this solicitation for all identified deliverables, Harmonized Sales Tax (HST) extra.

RFP Title: Cyber Risk and Open Banking

Contract Period: Date of Contract award – May 17, 2019

Required Deliverables	Deadline	Milestone Payment (% of Total)	All Inclusive Firm Price (Total)
<u>Draft Report:</u> <ul style="list-style-type: none">Substantial completion of a report addressing items listed in the Tasks sectionInformal debrief on the draft report	April 15th, 2019	30%	
<u>Final Report:</u> <ul style="list-style-type: none">Complete report addressing all items listed in the Tasks sectionFormal debrief on the final report to senior Finance officialsRevisions to the final report, if applicable, as per Finance Canada's final review	May 13, 2019	70%	
<u>Revised Final Report:</u> <ul style="list-style-type: none">Revisions to final report (if necessary) as per Finance Canada's final review and comments.	May 27, 2019		



Annex “C” Security Requirement

There is no security requirement associated with this contract



ANNEX “D”

EVALUATION CRITERIA AND BASIS OF SELECTION

Cyber Risk and Open Banking

Evaluation Procedures

(a) Bids will be assessed 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 the Department of Finance 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 Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.

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

Technical Evaluation

(a) **Mandatory Technical Criteria:**

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

(b) **Point-Rated Technical Criteria:**

Where Point-Rated Technical Criteria are specified in the RFP, 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. Point-rated evaluation criteria and/or evaluation processes are described in the RFP.

(c) **Resource Qualifications:**

The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the bid solicitation. The bidder must send in separate bid solicitations for each proposed resource. Canada may request proof of successful completion of formal training, as well as reference information. The Contracting Authority



reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided.

For each customer reference, the Bidder **must** provide the name, telephone number and e-mail address (unless this individual does not have an e-mail address) for a contact person. The title of each person is requested but not required. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

(D) Reference Checks:

If reference checks are conducted by Canada, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. Canada will not award any points unless the response is received within 5 working days. 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. Points will only be allocated if the reference customer is an outside client of the Bidder itself and not that of an affiliate (for example, the outside client cannot be the customer of an affiliate of the Bidder). Points will not be allocated if the outside client is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

(e) Technically Responsive Proposal:

A technically responsive proposal is a proposal that:

- a. Meets the mandatory requirements and obtains the required minimum points specified in the bid solicitation for the criteria that are subject to point rating.

Financial Evaluation

- (a) Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The Bidder must provide firm, all inclusive, per diem rates for the Categories of Personnel being proposed in accordance with the bid solicitation, which may include an initial contract period and option periods.

Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid as determined by the established pre-determined selection criteria will be recommended for contract award.

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score will become the top-ranked bidder.

- (b) Notification of Evaluation Results: All invited SA Holders who respond to a PASS RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:
 - i. Solicitation Number;
 - ii. Company name of winning bidder;
 - iii. Total points scored of winning bidder (for multiple resource requirements only)
 - iv. Total value of contract awarded;
 - v. Number of responses received by the Contracting Authority; and



- vi. Total points scored per individual bidder (Note: bidders will only receive their own total points scored and not the score of the other bidders)

Highest Combined Rating of Technical Merit (70%) and Price (30%)

It is understood by the parties submitting proposals, that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point rated criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposal and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 60% of the bid and price at 40%.

For the purpose of ranking all technically acceptable proposals, the following ratios will factor in the technical and the price components to establish a total percentage score:

- 1) The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid, P_i is the evaluated price (P) of each responsive bid (i) (ie): $PS_i = (LP / P_i) \times 40$.
- 2) A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): the overall score (OS) is obtained by each responsive bid (i) for all the point rated technical criteria specified in Part 4, determined as follows: total number of points obtained / maximum number of points available. (ie) $TMS_i = OS_i / OS \times 60$.
- 3) The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

The table below illustrates an example where the selection of the Contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

EXAMPLE: Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	20	15	12
Bid Evaluated Price	C\$60,000	C\$50,000	C\$40,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$(20 / 20) \times 70 = 70$	$(40,000^* / 60,000) \times 30 = 19.99$	89.99
Bidder 2	$(15 / 20) \times 70 = 52.5$	$(40,000^* / 50,000) \times 30 = 24$	76.5
Bidder 3	$(12 / 20) \times 70 = 42$	$(40,000^* / 40,000^*) \times 30 = 30$	72

* represents the lowest evaluated price

The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event of two or more responsive bids having the same highest combined rating



of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria will be recommended for award of a contract.

BIDDERS REQUIREMENTS

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder's proposed project must be under \$50,000 CAD in total (including any applicable taxes).	<input type="checkbox"/> Yes <input type="checkbox"/> No	



RATED REQUIREMENTS –

A total of 20 rated points are available. In order for a resource to be considered compliant, a minimum of 14 points (70%) must be achieved.

Item	Rated Requirement	Maximum Points Available	Reference to Bidder's Proposal
R1	<p>The Bidder's proposed Project Lead should demonstrate a depth of knowledge on the range of issues and risk management practices/frameworks for cybersecurity in Canada's financial sector, particularly as it relates to data sharing.</p> <p>This knowledge must be clearly identified by providing a summary description of their acquired experience (whether product or activity-based), along with their roles and responsibilities and associated project timeline.</p> <p>Not explaining and detailing the nature and content of the work will result in rejection of the bid.</p> <p>Summary description should be no more than 500 words.</p> <p>Weak (0-3): the summary description of experience contains notable gaps in knowledge that create doubt as to whether the tasks would be completed according to the Department's expectations as outlined in the statement of work.</p> <p>Good (4-7): the summary description demonstrates a sufficient level of knowledge to provide an acceptable product that meets the Department's expectations as outlined in the statement of work. Demonstrated experience is relevant and related to cyber security issues in Canada's financial sector.</p> <p>Excellent (8-10): the summary description provides a high degree of confidence for the Department that the product would be meet or exceed the Department's expectations as outlined in the statement of work. These ratings would include a high degree of relevance to the nexus of cyber security issues and risk management approaches as they relate to data sharing and open banking.</p>	Points available: 10	



R2	<p>The Bidder should provide a methodology of their proposed background study (as outlined in the statement of work) which demonstrates their understanding of the current practices and frameworks for liability in the sharing of data within Canada's financial sector.</p> <p>The proposed requirement should demonstrate (in no more than 500 words) the following factors:</p> <ol style="list-style-type: none">1. General structure of the topics and issues that would be covered in the background study, including, but not limited to the topics outlines in the statement of work.2. Description and source of existing knowledge that would be used for the study.3. For research not readily available, a description of the methodology used to conduct this research. <p><u>Weak (0-3):</u> the proposed methodology demonstrates a limited understanding of the rated factors, but not to the extent that the information provided by the bidder will be up to date or of significant value-added beyond what is already easily publically available.</p> <p><u>Good (4-7):</u> The proposed methodology demonstrates a solid understanding of the rated factors so that information is current (within last two years) and provides a reasonable value-added beyond readily accessible public information. The methodology is written in such a way as to provide confidence that the background study will be written clearly for a general audience.</p> <p><u>Excellent (8-10):</u> The proposed methodology demonstrates a strong understanding of the rated factors to the extent that the information will be as up to date as possible and drive new and practical insights, including those that would not be readily available through publically available information. The methodology is written in such a way as to provide a high degree of confidence that the background study will be written clearly for a general audience.</p>	Points available: 10	
Total Points			