



RETURN BIDS TO:

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

REQUEST FOR PROPOSAL

**Proposal To: Office of the
Superintendent of Financial Institutions**

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.

This document contains a Security Requirement

Vendor/Firm Name and address

Issuing Office – Bureau de distribution
Procurement and Contracting
255 Albert Street, 12th Floor
Ottawa, ON
K1A 0H2

Title Personnel Security Services	
Solicitation No. 20190318	Date August 7, 2019
Client Reference No. 20190318	
GETS Reference No. 20190318	
Solicitation Closes at 02 :00 PM on September 17, 2019	
Time Zone Eastern Daylight Time EDT	
D.D.P. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : Craig Kenny, Senior Contracting Officer	
Telephone No. 613-998-9893	FAX No. 613-990-0081
Destination – of Goods, Services, and Construction: See Herein	

Instructions:

Delivery See Herein	Delivered Offered
Vendor/firm Name and address	
Facsimile No. Telephone No.	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-	
Signature	Date



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PART 1 – GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

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

3. Debriefings

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



PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2019-03-04) 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) calendar days

2. Submission of Bids

Bids must be submitted only by email to contracting@osfi-bsif.gc.ca to The Office of the Superintendent of Financial Institutions (OSFI) by the date, time and place indicated on page 1 of the bid solicitation.

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

2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Former Public Servant

Contracts awarded to 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.



Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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



Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of 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.

4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

5. Extension of Time

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

6. Applicable Laws

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

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



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (one copy via e-mail)
- Section II: Financial Bid (one copy via e-mail)
- Section III: Certifications (one copy via e-mail)

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 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>). To assist Canada in reaching its objectives, bidders are encouraged to:

- (a) Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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 years. 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.

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.

1.1 SACC Manual Clauses

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (b) **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.
- (c) **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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

M-1 Corporate Experience

The Bidder must provide four Corporate Reference Contracts which demonstrate its experience in the provision of Personnel Security Services to the Government of Canada. For each reference contract to be considered, the Bidder must:

- a) Provide complete reference contract information by fully completing the Bidder Response Table below;
- b) Demonstrate that it has billed a minimum of \$100,000.00 (CAD incl, taxes) within a one-year period of the issuance date of this RFP;
- c) Demonstrate that the contract was related to the provision of Personnel Security services including at least four out of eight of the tasks set-out in SOW section 3.2 as follows:
 - i. Personnel Screening
 - ii. Security Clearance (Secret and Top Secret)
 - iii. Security Screening Certificate and Briefing Form



- iv. Security Briefings
 - v. Photo ID Cards
 - vi. Open-Source Inquiries
 - vii. Administrative Investigations
 - viii. Policy, Process and Procedures
- d) Demonstrate that the Bidder provided at least two Security resources under the contract, simultaneously for at least four months; and
- e) Provide contract start and finish dates which demonstrate that the contract was completed within the last five years of the issuance date of the RFP or, is ongoing and has been in progress for a minimum of nine months.

M-1 Corporate Experience Bidder Response Table		
Item #	Mandatory Criteria	Bidder Response
Corporate Reference Contract #1		
M-1.1	Client Contract Information: a) Name of Government of Canada (GC) Department / Agency; b) Address (City, Province); c) Client Contact Name & Title; and d) Contact Email Address.	
M-1.2	Reference Contract Details	
	a) Contract Start and End dates (mm/yyyy)	
	b) A description of the work (tasks and activities) delivered under the contract.	
	c) List of professional services resources provided under the contract (minimum 2 simultaneously), including: a. Name of resource b. Role c. Start and end date of resource on contract	
	d) Total amount billed (CAD incl, taxes) under the contract as of the issuance date of this RFP.	
	e) A description of the work (tasks and activities) delivered under the contract.	
Corporate Reference Contract #2		
M-1.1	Client Contract Information: a) Name of GC Department / Agency; b) Address (City, Province); c) Client Contact Name & Title; and d) Contact Email Address.	
M-1.2	Reference Contract Details	
	a) Contract Start and End dates (mm/yyyy)	
	b) A description of the work (tasks and activities) delivered under the contract.	
	c) List of professional services resources provided under the contract (minimum	



M-1 Corporate Experience Bidder Response Table		
Item #	Mandatory Criteria	Bidder Response
	2 simultaneously), including: a. Name of resource b. Role c. Start and end date of resource on contract	
	d) Total amount billed (CAD incl, taxes) under the contract as of the issuance date of this RFP.	
	e) A description of the work (tasks and activities) delivered under the contract.	
Corporate Reference Contract #3		
M-1.1	Client Contract Information: a) Name of GC Department / Agency; b) Address (City, Province); c) Client Contact Name & Title; and d) Contact Email Address.	
M-1.2	Reference Contract Details	
	a) Contract Start and End dates (mm/yyyy)	
	b) A description of the work (tasks and activities) delivered under the contract.	
	c) List of professional services resources provided under the contract (minimum 2 simultaneously), including: a. Name of resource b. Role c. Start and end date of resource on contract	
	d) Total amount billed (CAD incl, taxes) under the contract as of the issuance date of this RFP.	
	e) A description of the work (tasks and activities) delivered under the contract.	
Corporate Reference Contract #4		
	a) Contract Start and End dates (mm/yyyy)	
	b) A description of the work (tasks and activities) delivered under the contract.	
	c) List of professional services resources provided under the contract (minimum 2 simultaneously), including: a. Name of resource b. Role c. Start and end date of resource on contract	
	d) Total amount billed (CAD incl, taxes) under the contract as of the issuance date of this RFP.	
	e) A description of the work (tasks and activities) delivered under the contract.	



M-2 Proposed Resources

The Bidder must propose (i.e. pre-qualify) three resources to fulfill the initial resource requirements set out below and more fully detailed in section 4.2 of the SOW. The two proposed Intermediate Personnel Security Coordinator Resources must be available to commence work within three weeks of contract award.

M-2 Proposed Resources	
Resource Category	Initial Resource Requirement
Intermediate Personnel Security Coordinator	2 resources
Senior Administrative Investigator	1 resource
Number of resources to be Proposed	3

The Bidder must fully complete the Mandatory Resource Evaluation Criteria response tables contained in Attachment 1 for each proposed resource.



Attachment 1 – Mandatory Resource Evaluation Criteria

Mandatory Resource Evaluation Criteria: Intermediate Personnel Security Coordinator

Intermediate Personnel Security Coordinator	
Name of Proposed Resource:	Insert name
Mandatory Resource Evaluation Criteria	Bidder Response
<p>1. Bidder Certification</p> <p>The Bidder must sign the following certifications for the proposed resource:</p>	<p>The Bidder certifies that the information provided regarding the proposed resource is fully accurate. Further, the Bidder acknowledges that Canada may provide the Client Contact(s), identified by the Bidder, with a copy of the information submitted by the Bidder (related to the applicable Reference Project only) for independent verification.</p> <hr/> <p>Name and Title of Authorized Representative</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>
<p>2. Security Clearance</p> <p>The Bidder must demonstrate, by providing the required information, that the proposed resource holds a valid Personnel Security Screening at the level of Reliability Status or higher.</p>	<p>Resource Name: <insert></p> <p>Personnel Security Screening: <insert level></p> <p>File #: <insert #></p> <p>Expiry date: <insert></p>
<p>3. Security Screening Experience</p>	



Intermediate Personnel Security Coordinator	
Name of Proposed Resource:	Insert name
Mandatory Resource Evaluation Criteria	Bidder Response
<p>The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience, within the last eight years as of the issuance date of the RFP, conducting security screening for Government of Canada employees.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none"> a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource’s role on the reference project including context or other pertinent information which substantiates the experience cited (for example: deliverable provided, tools used, method utilized, outcome achieved) 	
<p>4. Security Briefing Experience</p> <p>The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience, within the last eight years as of the issuance date of the RFP, conducting briefing for new resources (including full-time and casual employees, contractors and consultants) to familiarize them on their Government of Canada security responsibilities</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none"> a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource’s role on the reference project including context or other pertinent information which substantiates the experience cited (for example: deliverable provided, tools used, method utilized, outcome achieved) 	



Intermediate Personnel Security Coordinator	
Name of Proposed Resource:	Insert name
Mandatory Resource Evaluation Criteria	Bidder Response
<p>5. Open Source Inquiry Experience</p> <p>The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of two years of experience, within the last four years as of the issuance date of the RFP, using publicly available Open-source information including social-networking sites, video-sharing sites, wikis, and blogs to verify background information provided by a perspective employee.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none">a) Client Organization Name (i.e. GC Department or Agency)b) Start and Stop Dates of the resource (Month, Year)c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (for example: deliverable provided, tools used, method utilized, outcome achieved)	



Mandatory Resource Evaluation Criteria: Senior Administrative Investigator

Senior Administrative Investigator	
Name of Proposed Resource:	Insert name
Mandatory Resource Evaluation Criteria	Bidder Response
<p>1. Bidder Certification</p> <p>The Bidder must sign the following certifications for the proposed resource:</p>	<p>The Bidder certifies that the information provided regarding the proposed resource is fully accurate. Further, the Bidder acknowledges that Canada may provide the Client Contact(s), identified by the Bidder, with a copy of the information submitted by the Bidder (related to the applicable Reference Project only) for independent verification.</p> <hr/> <p>Name and Title of Authorized Representative</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>
<p>2. Security Clearance</p> <p>The Bidder must demonstrate, by providing the required information, that the proposed resource holds a valid Personnel Security Screening at the level of Reliability Status or higher.</p>	<p>Resource Name: <insert></p> <p>Personnel Security Screening: <insert level></p> <p>File #: <insert #></p> <p>Expiry date: <insert></p>
<p>3. Administrative Investigation Experience</p>	



Senior Administrative Investigator	
Name of Proposed Resource:	Insert name
Mandatory Resource Evaluation Criteria	Bidder Response
<p>The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience, within the last eight years as of the issuance date of the RFP, conducting administrative investigations and applying relevant legislation including, at a minimum, the Privacy Act and the Public Servants Disclosure Protection Act.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none"> a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource’s role on the reference project including context or other pertinent information which substantiates the experience cited such as, but not limited to: deliverable provided, tools used, method utilized, outcome achieved, etc. 	
<p>4. Security Policy Experience</p> <p>The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience, within the last eight years as of the issuance date of the RFP, developing and/or reviewing and updated policies related to Personnel Security.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none"> a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource’s role on the reference project including context or other pertinent information which 	



Senior Administrative Investigator	
Name of Proposed Resource:	Insert name
Mandatory Resource Evaluation Criteria	Bidder Response
substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.)	
<p>5. Open Source Inquiry Experience</p> <p>The Bidder must demonstrate, using project descriptions, that the proposed resource has a minimum of two years of experience using publicly available Open-source information including social-networking sites, video-sharing sites, wikis, and blogs to verify background information provided by a perspective employee.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none">a) Client Organization Name (i.e. GC Department or Agency)b) Start and Stop Dates of the resource (Month, Year)c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.)	



1.1.2 Point Rated Technical Criteria

The below table is an overview of the breakdown of available points for this solicitation.

Point-Rated Criteria		Maximum Points
R-1	Corporate Reference Contracts	
	• Contract #1	60
	• Contract #2	60
	• Contract #3	60
	• Contract #4	60
R-2	Proposed Resources	
	• Intermediate Personnel Security Coordinator #1	100
	• Intermediate Personnel Security Coordinator #2	100
	• Senior Administrative Investigator #1	100
R-3	Additional Pre-Qualified Resources	
	• Senior Administrative Investigator #2	100
	• Senior Administrative Investigator #3	100
	Maximum Points	740
	Technical Proposal Score	Bidder's Score (out of 740) / 740 x 70 percent (%)
	Minimum Pass Mark	370 points (50%)



R-1 Corporate Reference Contracts

The Bidder should demonstrate, using the response table below, that each of the Corporate Reference Contracts provided in response to criteria #M-1, included the provision of up to five resources (including the two resources named in response to #M-1).

Evaluation Criteria:

The Bidder will be awarded up to 240 points (60 points per contract) as set out in the table below.

R-1 Corporate Reference Contracts Response Table			
Item #	Point-Rated Criteria	Max. Points	Bidder Response
Corporate Reference Contract #1			
R-1.1	Client Contract Information: Name of GC Department / Agency		
R-1.2	Reference Contract Details		
	Up to three additional professional services resources provided under the contract (in addition to resources identified in response to M-1), including:		
	<u>Resource #3</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
	<u>Resource #4</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
	<u>Resource #5</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
Corporate Reference Contract #2			
R-1.1	Client Contract Information: Name of GC Department / Agency		
R-1.2	Reference Contract Details		
	Up to three additional professional services resources provided under the contract (in addition to resources identified in response to M-1), including:		
	<u>Resource #3</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
	<u>Resource #4</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
	<u>Resource #5</u> a. Name of resource	20	



R-1 Corporate Reference Contracts Response Table			
Item #	Point-Rated Criteria	Max. Points	Bidder Response
	b. Role c. Start and end date of resource on contract		
Corporate Reference Contract #3			
R-1.1	Client Contract Information: Name of GC Department / Agency		
R-1.2	Reference Contract Details		
	Up to three additional professional services resources provided under the contract (in addition to resources identified in response to M-1), including:		
	<u>Resource #3</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
	<u>Resource #4</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
	<u>Resource #5</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
Corporate Reference Contract #4			
R-1.1	Client Contract Information: Name of GC Department / Agency		
R-1.2	Reference Contract Details		
	Up to three additional professional services resources provided under the contract (in addition to resources identified in response to M-1), including:		
	<u>Resource #3</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
	<u>Resource #4</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
	<u>Resource #5</u> a. Name of resource b. Role c. Start and end date of resource on contract	20	
Maximum Points		240	



R-2 Proposed Resources

The Bidder should demonstrate, using the point-rated resource criteria response tables contained in Attachment 2, the experience of its resources proposed in response to M-2, in excess of the minimum experience levels.

Evaluation Criteria:

The Bidder will be awarded up to 300 points (100 points per proposed resource) as set out in the applicable table contained in Attachment 2.

R-3 Additional Pre-Qualified Resources

Typically requirements for Administrative Investigations arise with little notice. As such to have multiple resources pre-qualified under the contract will enable the selected Bidder to respond to these requests in a timely manner and greatly benefit OSFI.

The Bidder should propose (i.e. pre-qualify) up to two additional Senior Administrative Investigator resources. The Bidder must fully complete the applicable Mandatory and Point-Rated Resource Criteria Response Tables contained in Attachments 1 and 2, respectively, for each additional resource.

Evaluation Criteria:

The Bidder will be awarded up to 200 points (100 points per proposed resource) as set out in the applicable table contained in Attachment 2.



Attachment 2 – Point-Rated Resource Evaluation Criteria

Point-Rated Resource Evaluation Criteria: Intermediate Personnel Security Coordinator

Intermediate Personnel Security Coordinator		
Name of Proposed Resource:	Insert name of resource proposed in response to M-1	
Point-Rated Evaluation Criteria	Max. Points	Bidder Response
<p>1. Security Screening Experience</p> <p>The Bidder should demonstrate the proposed resource has experience in excess of the required minimum five years of experience (up to eight years), within the last ten years as of the issuance date of the RFP, conducting security screening for Government of Canada employees.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ol style="list-style-type: none"> Client Organization Name (i.e. GC Department or Agency) Start and Stop Dates of the resource (Month, Year) A description of the identified resource’s role on the reference project including context or other pertinent information which substantiates the experience cited, such as, but limited to: deliverable provided, tools used, method utilized, outcome achieved, etc. <p><u>Evaluation Criteria:</u></p> <p>The Bidder will be awarded up to 30 points:</p> <ul style="list-style-type: none"> 10 points for each year demonstrated over 5 years, to a maximum of 8 years total. 	30	



Intermediate Personnel Security Coordinator		
Name of Proposed Resource:	Insert name of resource proposed in response to M-1	
Point-Rated Evaluation Criteria	Max. Points	Bidder Response
<p>2. Security Briefing Experience</p> <p>The he Bidder should demonstrate the proposed resource has experience in excess of the required minimum five years of experience (up to eight years), within the last ten years as of the issuance date of the RFP,) conducting briefings for new resources (including full-time and casual employees, contractors and consultants) to familiarize them on their Government of Canada security responsibilities</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ol style="list-style-type: none"> a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.) <p><u>Evaluation Criteria:</u></p> <p>The Bidder will be awarded up to 30 points:</p> <ul style="list-style-type: none"> • 10 points for each year demonstrated over 5 years, to a maximum of 8 years total. 	30	



Intermediate Personnel Security Coordinator		
Name of Proposed Resource:	Insert name of resource proposed in response to M-1	
Point-Rated Evaluation Criteria	Max. Points	Bidder Response
<p>3. Open Source Inquiry Experience</p> <p>The Bidder should demonstrate the proposed resource has experience in excess of the required minimum two years of experience (up to four years), within the last eight years as of the issuance date of the RFP, using publicly available Open-source information including, at a minimum, social-networking sites, video-sharing sites, wikis, and blogs to verify background information provided by a perspective employee.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ol style="list-style-type: none"> a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.) <p><u>Evaluation Criteria:</u></p> <p>The Bidder will be awarded up to 40 points:</p> <ul style="list-style-type: none"> • 20 points for each year demonstrated over 2 years, to a maximum of 4 years total. 	40	
Maximum Points	100	



Point-Rated Resource Evaluation Criteria: Senior Administrative Investigator

Senior Administrative Investigator		
Name of Proposed Resource:	Insert name of resource proposed in response to M-1 or R-3 as applicable	
Point-Rated Evaluation Criteria	Max. Points	Bidder Response
<p>1. Certification</p> <p>The Bidder should demonstrate that the proposed resource holds a valid Professional Certified Investigator (PCI®) designation from ASIS International.</p> <p>See https://www.asisonline.org/certification/professional-certified-investigator-pci/</p>	20	
<p>2. Administrative Investigation Experience</p> <p>The Bidder should demonstrate the proposed resource has experience in excess of the required minimum five years of experience (up to nine years), within the last ten years as of the issuance date of the RFP), conducting administrative investigations and applying relevant legislation including, at a minimum, the Privacy Act and the Public Servants Disclosure Protection Act.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <p>a) Client Organization Name (i.e. GC Department or Agency)</p>	40	



Senior Administrative Investigator		
Name of Proposed Resource:	Insert name of resource proposed in response to M-1 or R-3 as applicable	
Point-Rated Evaluation Criteria	Max. Points	Bidder Response
<p>b) Start and Stop Dates of the resource (Month, Year)</p> <p>c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.)</p> <p><u>Evaluation Criteria:</u></p> <p>The Bidder will be awarded up to 40 points:</p> <ul style="list-style-type: none"> • 10 points for each year demonstrated over 5 years, to a maximum of 9 years. 		
<p>3. Security Policy Experience</p> <p>The Bidder should demonstrate the proposed resource has experience in excess of the required minimum five years of experience (up to eight years), within the last ten years as of the issuance date of the RFP), developing and/or reviewing and updated policies related to Personnel Security.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <p>a) Client Organization Name (i.e. GC Department or Agency)</p>	30	



Senior Administrative Investigator		
Name of Proposed Resource:	Insert name of resource proposed in response to M-1 or R-3 as applicable	
Point-Rated Evaluation Criteria	Max. Points	Bidder Response
<p>b) Start and Stop Dates of the resource (Month, Year)</p> <p>c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.)</p> <p><u>Evaluation Criteria:</u></p> <p>The Bidder will be awarded up to 30 points:</p> <ul style="list-style-type: none"> • 10 points for each year demonstrated over 5 years, to a maximum of 8 years. 		
<p>4. Open Source Inquiry Experience</p> <p>The Bidder should demonstrate the proposed resource has experience in excess of the required minimum two years of experience (up to four years), within the last six years as of the issuance date of the RFP, using publicly available Open-source information including, at a minimum, social-networking sites, video-sharing sites, wikis, and blogs to verify background information provided by a perspective employee.</p> <p>For each project used to demonstrate experience, the following information must be included:</p>	20	



Senior Administrative Investigator		
Name of Proposed Resource:	Insert name of resource proposed in response to M-1 or R-3 as applicable	
Point-Rated Evaluation Criteria	Max. Points	Bidder Response
<p>a) Client Organization Name (i.e. GC Department or Agency)</p> <p>b) Start and Stop Dates of the resource (Month, Year)</p> <p>c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.)</p> <p><u>Evaluation Criteria:</u></p> <p>The Bidder will be awarded up to 20 points:</p> <ul style="list-style-type: none"> • 10 points for each year demonstrated over 2 years, to a maximum of 4 years total. 		
Maximum Points	100	



1.1.3 Financial Evaluation

The financial evaluation will be conducted by calculating the TOTAL FINANCIAL SCORE using the Pricing Tables in **Attachment 4.2: Financial Evaluation Criteria**, completed by the Bidders and the associated pricing information provided herein. As part of its Bid, a Bidder must provide its proposed Firm, Fixed All-Inclusive per diem rates for the initial Contract Period, Contract Option Period #1, Contract Option Period #2, and Contract Option Period #3 for each of the 2 Resource Job Categories set out in Table #1 of Attachment 4.2.

1.1.3.1 **EVALUATION AND SCORING PROPOSED PER DIEM RATES**- For each responsive bid following the technical evaluation, the Bidder's proposed Firm, Fixed All-Inclusive per diem rates will be evaluated using two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (a) Per Diem Rate Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (b) Per Diem Rate Financial Evaluation - Method B below).

(a) **Per Diem Rate Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:

(i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category, the median band limits based on the Firm Fixed All-Inclusive per diem rates provided in the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 10% of the median, and an upper median rate to a value of plus (+) 40% of the median. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

(ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

- (A) A Bidder's proposed Firm, Fixed, All-Inclusive per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Resource Category will be allocated 0 points.
- (B) A Bidder's proposed Firm, Fixed, All-Inclusive per diem rate falling within the upper and lower median band limits, for that period and Resource Category, will be allocated points using the following calculation, which will be rounded to two decimal places:

$\frac{\text{Lowest proposed Firm, Fixed All-Inclusive per diem rate within the median band limits}}{\text{Bidder's proposed Firm, Fixed All-Inclusive per diem rate within the medium band limits}}$	X	Maximum Points Assigned at Table 1 below
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- (C) A Bidder's proposed Firm, Fixed All-Inclusive per diem rate falling within the established median band limits which is the lowest proposed Firm, Fixed All-Inclusive per diem rate will be allocated the applicable maximum points assigned at Table 1 below.



TABLE 1 - MAXIMUM POINTS ASSIGNED					
RESOURCE CATEGORIES	INITIAL CONTRACT PERIOD (2 Years)	OPTION PERIOD 1 (1 Year)	OPTION PERIOD 2 (1 Year)	OPTION PERIOD 3 (1 Year)	TOTAL POINTS
Intermediate Personnel Security Specialist	15	10	10	10	45
Senior Personnel Security Specialist	15	10	10	10	45
TOTAL POINTS					90

(iii) **STEP 3 – PER DIEM RATE TOTAL SCORE:** Points allocated under STEP 2 for each period and Resource Category will be added together and rounded to two decimal places to produce a PER DIEM RATE TOTAL SCORE. Bidders will find below an example of a financial evaluation using Method A.

(iv) **EXAMPLE OF A PER DIEM RATE FINANCIAL EVALUATION USING METHOD A**

TABLE 2 - EXAMPLE OF A PER DIEM RATE FINANCIAL EVALUATION USING METHOD A:							
Job Category	Max. Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
TOTAL	300						



STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH YEAR AND EACH RESOURCE CATEGORY

- (Median 1) For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$357.00 and higher median band limit would be \$546.00.
- (Median 2) For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$382.50 and higher median band limit would be \$585.00.
- (Median 3) For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$510.00 and higher median band limit would be \$780.00.
- (Median 4) For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$527.00 and higher median band limit would be \$806.00.
- (Median 5) For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$595.00 and higher median band limit would be \$910.00.
- (Median 6) For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$680.00 and higher median band limit would be \$1,040.00.

STEP 2 - POINTS ALLOCATION:

Bidder 1:

- Programmer Year 1 = 75 points (lowest rate within the lower and upper median band limits)
- Programmer Year 2 = 75 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)
- Project Manager Year 1 = 0 points (outside the lower and higher median band limits)
- Project Manager Year 2 = 22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts.)

Bidder 2:

- Programmer Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts.)
- Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts.)
- Business Analyst Year 1 = 50 points (lowest price within the lower and upper median band limits)
- Business Analyst Year 2 = 48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts.)
- Project Manager Year 1 = 23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts.)
- Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)



Bidder 3:

Programmer Year 1 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts.)

Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts.)

Business Analyst Year 1 = 46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts.)

Business Analyst Year 2 = 0 points (outside the lower and higher median band limits)

Project Manager Year 1 = 25 points (lowest price within the lower and upper median band limits)

Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)

STEP 3 – PER DIEM RATE SCORE:

Bidder 1

75 + 75 + 50 + 50 + 0 + 22.22 = Total PER DIEM RATE SCORE of 272.22 points out of a possible 300 points

Bidder 2

71.43 + 67.67 + 50 + 48.39 + 23.33 + 25 = Total PER DIEM RATE SCORE of 284.82 points out of a possible 300 points

Bidder 3

66.67 + 66.67 + 46.15 + 0 + 25 + 25 = Total PER DIEM RATE SCORE of 229.49 points out of a possible 300 points

(b) **Per Diem Rate Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:

(i) **STEP 1 – POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

Points will be established based on the following calculation, with points rounded to two decimal places:

$$\frac{\text{Lowest proposed Firm, Fixed All-Inclusive per diem rate}}{\text{Bidder's proposed Firm Fixed All-Inclusive per diem rate}} \times \text{Maximum Points Assigned at Table 3 below}$$

The Bidder with the lowest proposed Firm, Fixed All-Inclusive per diem rate will be allocated the applicable maximum points assigned at TABLE 3 below.



TABLE 3 - MAXIMUM POINTS ASSIGNED					
RESOURCE CATEGORIES	INITIAL CONTRACT PERIOD (2 Years)	OPTION PERIOD 1 (1 Year)	OPTION PERIOD 2 (1 Year)	OPTION PERIOD 3 (1 Year)	TOTAL POINTS
Intermediate Personnel Security Specialist	15	10	10	10	45
Senior Personnel Security Specialist	15	10	10	10	45
TOTAL POINTS					90

- (i) **STEP 2 – PER DIEM RATE TOTAL SCORE:** Points allocated under STEP 1, for each period and each Resource Category will be added together and rounded to two decimal places to produce a PER DIEM RATE TOTAL SCORE.
- (ii) **EXAMPLE OF A PER DIEM RATE FINANCIAL EVALUATION USING METHOD B**

TABLE 4 - EXAMPLE OF A PER DIEM RATE FINANCIAL EVALUATION USING METHOD B:					
Resource Category	Max. Points	Bidder 1		Bidder 2	
		Year 1	Year 2	Year 1	Year 2
Programmer	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00
Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00
TOTAL	300				

STEP 1 - Points Allocation:

Bidder 1:

Programmer Year 1 = 75 points (lowest rate)
 Programmer Year 2 = 75 points (lowest rate)

Business Analyst Year 1 = 50 points (lowest rate)
 Business Analyst Year 2 = 50 points (lowest rate)

Project Manager Year 1 = 25 points (lowest rate)
 Project Manager Year 2 = 22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts.)

Bidder 2:

Programmer Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts.)
 Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts.)

Business Analyst Year 1 = 50 points (lowest rate)
 Business Analyst Year 2 = 48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts.)

Project Manager Year 1 = 18.5 points (based on the following calculation = (Lowest rate of \$555.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts.)
 Project Manager Year 2 = 25 points (lowest rate)

STEP 3 - PER DIEM RATE SCORE:

Bidder 1: 75 + 75 + 50 + 50 + 25 + 22.22 = Total PER DIEM RATE SCORE of 297.22 points out of a possible 300 points

Bidder 2: 71.43 + 67.67 + 50 + 48.39 + 18.5 + 25 = Total PER DIEM RATE SCORE of 280.99 points out of a possible 300 points



2. Basis of Selection

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum of 370 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 740 points.

2.2 Bids not meeting (a), (b), and (c) will be declared non-responsive.

2.3 The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 155 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/155	89/155	92/155
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/155 \times 70 = 51.94$	$89/155 \times 70 = 40.19$	$92/155 \times 70 = 41.55$
Pricing Score	$((45-55)/45) + 1 \times 30 = 23.33$	$((45-50)/45) + 1 \times 30 = 26.67$	$((45-45)/45) + 1 \times 30 = 30.00$
Combined Rating	75.27	66.86	71.55
Overall Rating	1st	3rd	2nd

3. Security Requirement

3.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6- Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (d) the Bidder’s proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 5 - Certifications

3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3.3 For additional information on security requirements, bidders should consult the “Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders” (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.



PART 5 – CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsible or will constitute default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract, when the Contract is valued at \$1,000,000 and above, Applicable Taxes included.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder 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 that time period will render the bid non-responsive.



2.1 Status and Availability of Resources

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

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

2.2 Education and Experience

2.2.1 SACC Manual clause A3010T (2010-08-06) Education and Experience

3. Safeguarding locations

The Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding



PART 6 – RESULTING CONTRACT CLAUSES

1. Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include the general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Finance and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, the general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



2. 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.

Assessment of Resources Proposed at TA Stage: Processes for issuing, responding to and assessing Task Authorizations are further detailed below in Annex F. The proposed resource will be assessed against the criteria identified in the Contract's Statement of Work in accordance with 4.3 Resource Qualifications and Mandatory Resource Requirements and the Additional Technical Qualifications.

b. **Form and Content of Task Authorization :**

- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix A to Annex A.
- ii. 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 Technical Authority, within five (5) working days of receiving the draft Task Authorization, 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. Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must include the following signature(s):

- A. All TA's must be signed by the Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority.

e. 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. 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.
- ii. 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 ten (10) calendar days after the end of the reporting period.

- A. Each report must contain the following information for each validly issued TA (as amended) 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 (GST or HST extra);
- E. the total amount (GST or HST 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.).

- f. **Refusal of Task Authorizations:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B.



g. **Pre-Cleared Resources:**

The Contractor must:

- i. ensure that the specific individuals named in Annex B of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
- ii. avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within five (5) business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category in the Annex. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

- h. Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

3. Security Requirement

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

- The Contractor must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- Contractor personnel requiring access to PROTECTED information, assets or work site(s) of Her Majesty must each hold a valid personnel security screening at the requisite level of Reliability Status or higher, granted or approved either by Canadian Industrial Security Directorate (CISD), PWGSC or by Departmental Security Officer (DSO) / delegated security authority for the Office of the Superintendent of Financial Institutions (OSFI). This screening must be maintained at all times during the performance of the Contract/Standing Offer.
- Unscreened Contractor personnel may be used for portions of the work but **MUST NOT** have access to any PROTECTED information and must be escorted at all times while on OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.
- The Contractor **MUST NOT** remove any PROTECTED information from OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.

Definitions:

Protected information refers to specific provisions of the Access to Information Act and the Privacy Act and applies to sensitive personal, private, and business information. (Source: Treasury Board of Canada Secretariat)



4. Statement of Work

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

5. Standard Clauses and Conditions

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

5.1 General Conditions

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

5.2 Supplemental General Conditions:

4008 (2008-12-12), Supplemental General Conditions - Personal Information;

5.3 Annexes

All Annexes apply to and form part of the Contract.

6. Term of the Contract

6.1 Period of Contract

The period of the Contract is from date of Contract award to March 31, 2021.

6.2 Options

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

6.2.1. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least one (1) 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. Authorities

7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Craig Kenny
Title: Senior Contracting Officer
Office of the Superintendent of Financial Institutions
Contracting, Procurement and Asset Management
255 Albert Street, 12th Floor
Ottawa, ON K1A 0H2

Telephone: 613-998-9893
Facsimile: 613-990-0081
E-mail Address: contracting@osfi-bsif.gc.ca

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

7.2 Project Authority *{To be inserted at contract award}*

The Project Authority for the Contract is:

Name: [REDACTED]
Title: [REDACTED]
Office of the Superintendent of Financial Institutions
Address: [REDACTED]

Telephone: [REDACTED]
Facsimile: [REDACTED]
E-mail Address: [REDACTED]

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.

7.3 Contractor's Representative / Emergency Contact *{To be inserted at contract award}*

Name: [REDACTED]
Title: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]
E-mail address: [REDACTED]



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 websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

9. Payment

9.1 Basis of Payment

a. Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Maximum Price** : For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, 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 described in section(s) 3.7 of the Statement of Work in Annex A and individual Task Authorizations, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed outside of a radius of 100 kilometers of the "Contractor's place of business" at cost, without any allowance for profit and 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 "***travellers***", rather than those referring to "***employees***", to a limitation of expenditure of [\$ _____ *insert the amount at contract award*]. Customs duty are included, plus Applicable Taxes.

All travel must have the prior authorization of the "Technical" Authority.

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 base location of work **or any** relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit. Estimated Cost : (TBD) upon contract award.



Travel Status Time

Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. 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:

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

- iii. **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.
 - iv. **Professional Services Rates** : In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
 - 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** Canada 's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- i. 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 when:
- A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

Method of Payment for Task Authorizations with a Maximum Price : For each Task Authorization validly issued under the Contract that contains a maximum price :

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

d. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

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.



9.2 Method of Payment

Monthly Payment

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

9.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

9.4 SACC Manual Clauses

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

10. Invoicing Instructions

10.1 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 and must show all applicable Task Authorization numbers;
- b) original copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- c) a copy of the monthly progress report.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Office of the Superintendent of Financial Institutions
255 Albert St, 12th Floor
Ottawa, ON K1A 0H2
{Details to be inserted at contract award}

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



11. Certifications

11.1 Compliance

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

11.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

12. Applicable Laws

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

13. 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) 2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
 - i. Appendix A to Annex A - Task Authorization (TA) Form;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Confidentiality Agreement;
- (g) Annex E, Persons on Contract – Responsibility for Insurance;
- (h) Annex F – Task Authorization (TA) Process;
- (i) the signed Task Authorizations including any required Certifications; and
- (j) the Contractor's bid dated _____ (*to be inserted at contract award*)



14. Joint Venture Contractor

- a) The Contractor confirms that the name of the joint venture is and that it is comprised of the following members:

(all the joint venture members named in the Contractor's original bid will be listed)

- 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 fully 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.

15. Professional Services – General

- a) The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Identified User’s operating environment.
- b) If there must be a change in a resource performing work under the Contract the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada’s notice of the requirement for a replacement).



- c) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- d) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- e) If the Contractor fails to meet any of its obligations under this Article, or 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 10 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.



16. 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 re-place it at its own expense.

17. Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. 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.

18. Confidentiality of Information

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
2. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
3. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information,
or
 - (c) is developed by a Party without use of the information of the other Party



19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



Annex A – Statement of Work

1. Requirement

The Security & Facilities Services (SFS) Division of the Office of the Superintendent of Financial Institutions has a requirement for the provision of professional services, on an “as and when requested” basis, in the National Capital Region (NCR), to support the delivery of Personnel Security services within OSFI over the next two to five fiscal years.

2. Background

2.1 Office of the Superintendent of Financial Institutions (OSFI)

The Office of the Superintendent of Financial Institutions (OSFI) regulates and supervises financial institutions and private pension plans subject to federal oversight, to help minimize undue losses to depositors and policyholders and, thereby, to contribute to public confidence in the Canadian financial system.

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.

The Policy on Government Security (PGS), as well as other policy tools, outline requirements for protecting government assets and information from compromise. In addition to other measures, OSFI has implemented security access controls to meet these requirements and to mitigate risk.

2.2 OSFI's SFS Organization

OSFI's SFS organization OSFI's SFS organization is responsible for maintaining and enhancing OSFI's corporate security posture. SFS' business functions and services include:

- Facilities management
- Materials management
- Security awareness
- Physical security
- Contract security
- Personnel security
- Security policies, standards and guidelines
- Emergency management
- Training

SFS recently completed a review of its current resourcing levels and its anticipated requirements for contract resources over the next two to five years. As a result of this exercise SFS has identified the need to establish contract arrangements for the provision of resources in three distinct areas of requirement: Personnel Security; Physical Security; and Security Project Management and Business Analysis.

This SOW relates to the requirement for Personnel Security professional services.



3. Scope of Work

3.1 Summary of Work

A Task Authorization (TA) – based contract will be awarded to supply the required professional services (PS) resources on an “as and when requested” basis, in the required resource categories to support OSFI’s Personnel Security operations including but not limited to the following functions:

- Personnel Security Screening
- Security Clearance (Secret and Top Secret)
- Security Screening Certificate and Briefing Form
- Open-Source Inquiries
- Administrative Investigations
- Policy, Process and Procedures

The work must be conducted in accordance with Government of Canada Standard on Security Screening <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115>.

Refer to Annex “F” – TA Process of the RFP for further details.

3.2 Tasks and/or Activities

Multiple TAs may be in process at any given time; as such, Contractor resources may be working on separate TAs related to different SFS’ Personnel Security operational tasks and/or activities. The work (including but not limited to the specific tasks and/or activities, schedule, reporting requirements, etc.), to be undertaken by the required resource category as set-out in section 4 below, will be identified in each TA and may include but is not limited to the following tasks and activities:

Personnel Security Services	
SFS Function	Required tasks and activities
Personnel Screening	Conduct security screening for new and current employees of OSFI
Security Clearance (Secret and Top Secret)	Facilitate the acquisition of Level II (Secret) and Level III (Top Secret) clearance for OSFI personnel who, as part of their regular duties, need to access Classified information
Security Screening Certificate and Briefing Form	Prepare Security Screening Certificate and Briefing forms for OSFI personnel who are issued Reliability Status or Security Clearance, or whose level of authorization changes.
Security Briefings	Brief new employees (including full-time and casual employees, contractors and consultants) on their security responsibilities
Open-Source Inquiries	<p>Open-source information is analyzed to verify background information provided by the individual and to identify behaviour that may be inconsistent with security responsibilities.</p> <p>Open-source information is publicly available and may include but is not limited to the following:</p> <ul style="list-style-type: none"> • Internet: Web-based communities and user-generated content, social-networking sites, video-sharing sites, wikis, and blogs; • Media: Newspapers, magazines, radio, television and computer-based information;



Personnel Security Services	
SFS Function	Required tasks and activities
	<ul style="list-style-type: none"> Public data: Government reports, official data such as budgets, hearings, legislative debates, press conferences, speeches and contract awards; and Professional and academic: Conferences, symposia, professional associations, academic papers and subject-matter experts.
Administrative Investigations	<p>Conduct, on behalf of OSFI, administrative and internal investigations of OSFI staff arising from disclosures received under the Public Servants Disclosure Protection Act. Includes establishing the investigation plan; conducting the investigation; performing the analysis; providing conclusions to the SFS or delegated official; and preparing all associated documentation in accordance with establishes guidelines.</p> <p>See https://www.canada.ca/en/treasury-board-secretariat/services/values-ethics/disclosure-protection/conducting-internal-investigations-disclosures-received-under-public-servants-disclosure-protection-act.html</p>
Policy, Process and Procedures	Develop and/or update Policy Instruments for Personnel Security at OSFI

3.3 Location and Hours of Work

- a) The work will be conducted either off-site from the Contractor’s location or on-site at OSFI premises in the National Capital Region (NCR). (Note: OSFI is currently located at 255 Albert Street, Ottawa). The TA will specify the location of work.
- b) All work must be conducted using OSFI provided equipment, VPN access will be provided as required to support delivery of the work. Contractor equipment may not be connected to the OSFI network.
- c) The Contractor’s personnel must be available, under normal conditions, to work during normal business hours (7.5 hours) as stipulated in the TA.
- d) Travel may be required to support some Administrative Investigations. Travel must be pre-approved OSFI and will be reimbursed in accordance with Treasury Board guidelines.
- e) Canada will not reimburse the Contractor for any travel and living expenses associated with resources that must commute between the work location in the NCR and their place of residence, or for any expenses associated with commuting within the NCR.

3.4 Language of Work

The service provider shall provide day to day services in English. All written deliverables (e.g. i.e. Reports, Notes, Presentations, Memos, etc.) must be provided in the English Language. OSFI reserves the right to translate all deliverables to French as required for its use.

Bilingual (French/English) resources are preferred however, at a minimum, all Contractor resources must be fluent in the English Language. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.



3.5 Knowledge Transfer (Unplanned Transition of Resources)

In the event that an assigned resource leaves a project and a new one is being assigned, the Contractor is responsible to ensure that they have taken all steps to allow knowledge transfer to occur between their resources.

4. Resource Requirements

4.1 Resource Categories

The Contractor must provide, on an as and when requested basis, Professional Services (PS) resources, in the NCR, in any of the following categories:

1. Intermediate Personnel Security Coordinator
2. Senior Administrative Investigator

4.2 Initial Resource Requirements (Pre-qualified resources)

OSFI has identified an initial requirement for three resources as set-out below. Resources proposed and evaluated at the time of solicitation will be deemed as pre-qualified resources and identified in the contract. Pre-qualified resources can be called up using a TA without further evaluation.

Initial Resource Requirements		
Resource Category	Initial Resource Requirement	Estimated Utilization
Intermediate Personnel Security Coordinator	2 resources	equivalent to full-time
Senior Administrative Investigator	1 resource	part-time as required to support investigations
Minimum number of resources to be pre-qualified	3	

OSFI anticipates a requirement for additional resources throughout the period of the contract.

4.3 Resource Qualifications

- a) “Replacement Resource” refers to any resource proposed to replace an individual that is pre-qualified (i.e. named) under the contract. Replacement resources will be fully evaluated using the same mandatory and point-rated evaluation criteria used at the time of solicitation. Proposed replacements must achieve a total score that is equal or superior to the resource being replaced and must be approved, in writing, by the Project Authority.
- b) “Additional Resources” refers to any resource supplied under the contract that is not deemed by to be a Replacement Resource. Additional Resources must meet the mandatory requirements set-out in Tables T1 and T2 (as applicable) below.
- c) If requested by the Project Authority, the applicable evaluation tables must be completed and submitted by the Contractor. OSFI retains the right to confirm the qualifications of any resource proposed under the resulting contracting, including but not limited to conducting an oral interview and reference checks. The Project Authority will confirm acceptance of the proposed resource prior to issue of a TA.



Table T1 Mandatory Resource Assessment Criteria: Intermediate Personnel Security Coordinator

Table T1 - Intermediate Personnel Security Coordinator	
Name of Proposed Resource:	Insert name
Mandatory Resource Assessment Criteria	Bidder Response
<p>1. Contractor Certification</p> <p>The Contractor must sign the following certifications for the proposed resource:</p>	<p>The Contractor certifies that the information provided regarding the proposed resource is fully accurate. Further, the Contractor acknowledges that Canada may provide the Client Contact(s), identified by the Contractor, with a copy of the information submitted by the Contractor (related to the applicable Reference Project only) for independent verification.</p> <p>_____</p> <p>Name and Title of Authorized Representative</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p>
<p>2. Security Clearance</p> <p>The Contractor must demonstrate, by providing the required information, that the proposed resource holds a valid Personnel Security Screening at the level of Reliability Status or higher.</p>	<p>Resource Name: <insert></p> <p>Personnel Security Screening: <insert level></p> <p>File #: <insert #></p> <p>Expiry date: <insert></p>
<p>3. Security Screening Experience</p> <p>The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience conducting security screening for Government of Canada employees.</p>	



Table T1 - Intermediate Personnel Security Coordinator

Name of Proposed Resource:	Insert name
<p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none"> a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.) 	
<p>4. Security Briefing Experience</p> <p>The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience conducting briefing for new resources (including full-time and casual employees, contractors and consultants) to familiarize them on their Government of Canada security responsibilities</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none"> a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.) 	
<p>5. Open Source Inquiry Experience</p> <p>The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of two years of experience using publicly available Open-source information including social-networking sites, video-sharing sites, wikis, and blogs to verify background information provided by a perspective employee.</p> <p>For each project used to demonstrate experience, the following information must be included:</p>	



Table T1 - Intermediate Personnel Security Coordinator

Name of Proposed Resource:	Insert name
a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.)	



Table T2 Mandatory Resource Assessment Criteria: Senior Administrative Investigator

Table T2 - Senior Administrative Investigator	
Name of Proposed Resource:	Insert name
Mandatory Resource Assessment Criteria	Contractor Response
<p>1. Contractor Certification</p> <p>The Contractor must sign the following certifications for the proposed resource:</p>	<p>The Contractor certifies that the information provided regarding the proposed resource is fully accurate. Further, the Contractor acknowledges that Canada may provide the Client Contact(s), identified by the Contractor, with a copy of the information submitted by the Contractor (related to the applicable Reference Project only) for independent verification.</p> <p>_____</p> <p>Name and Title of Authorized Representative</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p>
<p>2. Security Clearance</p> <p>The Contractor must demonstrate, by providing the required information, that the proposed resource holds a valid Personnel Security Screening at the level of Reliability Status or higher.</p>	<p>Resource Name: <insert></p> <p>Personnel Security Screening: <insert level></p> <p>File #: <insert #></p> <p>Expiry date: <insert></p>
<p>3. Administrative Investigation Experience</p> <p>The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience conducting administrative investigations and applying relevant legislation including, at a minimum, the Privacy Act and the Public Servants Disclosure Protection Act.</p>	



Table T2 - Senior Administrative Investigator

Name of Proposed Resource:	Insert name
<p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none">a) Client Organization Name (i.e. GC Department or Agency)b) Start and Stop Dates of the resource (Month, Year)c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.)	
<p>4. Security Policy Experience</p> <p>The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of five years of experience developing and/or reviewing and updated policies related to Personnel Security.</p> <p>For each project used to demonstrate experience, the following information must be included:</p> <ul style="list-style-type: none">a) Client Organization Name (i.e. GC Department or Agency)b) Start and Stop Dates of the resource (Month, Year)c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.)	
<p>5. Open Source Inquiry Experience</p> <p>The Contractor must demonstrate, using project descriptions, that the proposed resource has a minimum of two years of experience using publicly available Open-source information including social-networking sites, video-sharing sites, wikis, and blogs to verify background information provided by a perspective employee.</p>	



Table T2 - Senior Administrative Investigator

Name of Proposed Resource:	Insert name
For each project used to demonstrate experience, the following information must be included: a) Client Organization Name (i.e. GC Department or Agency) b) Start and Stop Dates of the resource (Month, Year) c) A description of the identified resource's role on the reference project including context or other pertinent information which substantiates the experience cited (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.)	



Appendix A to Annex A - The Task Authorization Form

In final versions, these instructions and all the coloured text boxes containing commentary (such as [check the appropriate box]) must be removed.

Words in blue indicate variables that must be addressed.

TASK AUTHORIZATION				
Contractor: _____		Contract Number: _____		
Commitment Number: _____		Financial Coding: _____		
Task Number: _____		Date: _____		
TA Request (For completion by Technical Authority)				
1. Description of Work to be Performed				
Statement of Work				
[Insert details]				
Description of any Deliverable(s) required (including the required format and media)				
[Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract]				
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 (☐):		Estimated Cost ☐	Fixed Price ☐	
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>				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
				\$
Professional services estimated 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 <Client Department> [Insert de Name of the Client Department] [type or print]		Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of PWGSC [type or print]	PWGSC	Date
11. Basis of Payment & Invoicing		
<p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>		

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

Payment will be made on receipt and acceptance of the Contractor's invoice(s), which may be submitted by the Contractor no more than once per month for a total contract amount not to exceed **\$(to be inserted at contract award)** consisting of **\$(to be inserted at contract award)** for services, **\$(to be inserted at contract award)** for travel expenses and Applicable Taxes extra.

Contract Period	Resource Name	Category & Level*	Task Authorization	Per diem Rate	Level of Effort (Days)**	Extended Value
Initial Period (Date of Contract award to March 31st 2021)		Intermediate Personnel Security Specialist		\$		
		Intermediate Personnel Security Specialist		\$		
		Senior Personnel Security Specialist		\$		

*OSFI reserves the right to add as many additional resources as needed.

**The level of effort should not be construed as a guarantee of work and is used for estimation purposes only.

Contract Period	Resource Name	Category & Level*	Task Authorization	Per diem Rate	Level of Effort (Days)**	Extended Value
Option Period 1 (April 1, 2021 to March 31, 2022)		Intermediate Personnel Security Specialist		\$		
		Intermediate Personnel Security Specialist		\$		
		Senior Personnel Security Specialist		\$		

*OSFI reserves the right to add as many additional resources as needed.

**The level of effort should not be construed as a guarantee of work and is used for estimation purposes only.

Contract Period	Resource Name	Category & Level*	Task Authorization	Per diem Rate	Level of Effort (Days)**	Extended Value
Option Period 2 (April 1, 2022 to March 31, 2023)		Intermediate Personnel Security Specialist		\$		
		Intermediate Personnel Security Specialist		\$		
		Senior Personnel Security Specialist		\$		

*OSFI reserves the right to add as many additional resources as needed.

**The level of effort should not be construed as a guarantee of work and is used for estimation purposes only.

Contract Period	Resource Name	Category & Level*	Task Authorization	Per diem Rate	Level of Effort (Days)**	Extended Value
Initial Period (April 1, 2023 to March 31, 2024)		Intermediate Personnel Security Specialist		\$		
		Intermediate Personnel Security Specialist		\$		
		Senior Personnel Security Specialist		\$		

*OSFI reserves the right to add as many additional resources as needed.

**The level of effort should not be construed as a guarantee of work and is used for estimation purposes only.



Annex C – Security Requirements Check List



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
RELIABILITY STATUS / COTE DE FIABILITÉ
TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
SITE ACCESS / ACCÈS AUX EMPLACEMENTS
CONFIDENTIAL / CONFIDENTIEL
NATO CONFIDENTIAL / NATO CONFIDENTIEL
SECRET / SECRET
NATO SECRET / NATO SECRET
TOP SECRET / TRÈS SECRET
COSMIC TOP SECRET / COSMIC TRÈS SECRET
Special comments:
Commentaires spéciaux :
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Table with columns for Category, PROTECTED, CLASSIFIED, NATO, and COMSEC. Rows include Information / Assets, IT Media / Support, and IT Link / Lien électronique.

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? [X] No / Non [] Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? [X] No / Non [] Yes / Oui

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



Annex D – Confidentiality Agreement

TO: CANADA

Re: CONTRACT NUMBER: {To be inserted at contract award}

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 _____, 2019.

CONTRACTOR

WITNESS

Signature

Signature

Name

Name



Annex E - Persons on Contract – Responsibility for Insurance

As indicated under clause 7.1.3 of the Contract entitled ‘Pre-Authorized Travel and Living Expenses’, eligible and appropriate travel expenses are reimbursed in accordance with the National Joint Council *Travel Directive* and the Treasury Board *Special Travel Authorities*. Section 7 - Persons on Contract. Subsection 7.7 of the *Special Travel Authorities* addresses the subject of insurance and stipulates that it is the financial responsibility of the Contractor to cover the cost of insurance such as for cars; accidents; sickness; airline travel; immunizations; and any other insurance that the contractor may elect to obtain for business purposes. Canada does not cover any type of insurance for persons on contract.

The undersigned has read and understood and acknowledges the Contractor’s responsibility with regards to insurance:

CONTRACTOR

WITNESS

Signature

Signature

Name

Name



Annex F – Task Authorization Process

- 1.1 It is understood and agreed by the Contractor that the Work to be provided under a Task Authorization is on an "as and when requested" basis and it is further agreed that:
- a. an obligation will come into force only when there is an approved Task Authorization issued and only to the extent designated in the Task Authorization;
 - b. this Contract does not oblige OSFI to approve any Task Authorization or order any services described in the Statement of Work or to spend the associated estimated expenditure; and
 - c. unless otherwise specified in the Task Authorization, any and all approved Task Authorizations shall incorporate all of the articles, terms and conditions contained or referenced in this Contract. The Work provided under the approved Task Authorization(s) shall be paid in accordance with the Basis of Payment contained in the Contract. The amount paid in relation to a specific task authorization must not exceed the LIMITATION OF EXPENDITURE - TASK AUTHORIZATION, and the total of all task authorizations issued must not exceed the cumulative financial limitation shown in LIMITATION OF EXPENDITURE - FOR THE TOTAL OF ALL TASK AUTHORIZATIONS, Customs duty included where applicable, FOB Destination (packaging and shipping charges included where applicable), HST extra. All Task Authorization payments are subject to government audit.
- 1.2 The Task Authorization Form will normally contain the following information:
- a. Task Authorization (TA) number;
 - b. Identification of the Technical Authority responsible for directing and accepting the work associated with the TA;
 - c. Financial coding details;
 - d. A Statement of Work (SOW) including:
 - Details of the work activities to be performed within the scope of the TA;
 - Required number of resources in each PS resource category and level of effort / maximum number of days (if "Per Diem" Based);
 - Description of deliverables to be submitted and acceptance criteria;
 - Work process standards, guidelines and criteria;
 - Schedule indicating completion dates for major work activities and/or submission dates for deliverables; and
 - Status / progress reporting requirements, if any, including frequency and content.
 - e. Period Of Services (beginning and end dates for delivery of work);
 - f. Travel Requirements (if any);
 - g. Any other constraints which might affect the work;
 - h. TA Basis (i.e. Per Diem / Estimated Cost or Task Based / Firm Price);
 - i. Required details for inclusion in subsequent Firm Price Proposals; and
 - j. Response Due Date (i.e. date by which TA Proposal is required from Contractor).



1.3 Task Authorizations will be raised as required during the period of the Contract according to the following process:

- a. The OSFI Project Authority will initiate the Task Authorization (TA) process by sending a written Statement of Work (SOW) to the Contract Authority who will submit the SOW to the Contractor's designated representative for response. The TA will include the required category and level of personnel associated with this request, as well as the estimated level of effort in days.
- b. The Contractor will have five (5) business days to provide a proposed resource that meets both the mandatory criteria (as outlined in the SOW) and the specific skill set required for this TA.

The Contractor will also be required to propose a firm per diem rate for the resource proposed for the TA. Note that the firm per diem rate may not exceed the ceiling rate contained in the contract.

In addition, if the proposed TA resource was not proposed and evaluated as a resource in the Bidder's original RFP response, the Contract Authority may request that the Contractor provide a completed resource evaluation grid. (Note: If required, the Contractor will use the applicable evaluation grids provided in the RFP or new grids for other PS categories as provided at the time of the TA.) The Contractor will be required to complete all "certifications" contained on the TA Form at time of TA approval.

- c. Upon receipt of the TA Proposal, the Contract Authority will review and evaluate the proposal including proposed resources if applicable. The Contract Authority may contact the references provided for the proposed resources. (Note: OSFI may, at its discretion, conduct references checks after interviewing the proposed resource.) The Contract Authority will meet with the Contractor as may be required to clarify the proposal. Should the response, or proposed resources, be deemed unacceptable by the Contract Authority, the TA will be returned to the Contractor for rework with any deficiencies and/or concerns identified.
- d. Proposed resources determined to be acceptable to OSFI based on the initial evaluation may be required to participate in an interview with the Contract Authority, or his/her designated representative. The Contractor will arrange for the candidate to attend the interview at a time that is mutually convenient for all parties. The Contractor may attend the interview as an observer. Candidate resources will be interviewed to validate the candidate's knowledge and experience as stated in the TA Proposal.
- e. Once the TA Proposal has been accepted by the Contract Authority, the Security Clearance of the proposed personnel will be verified by the OSFI security officer as required. The Certifications (section 6.3) must be completed by Contractor and the TA form must be signed by both parties (section 7). After the TA Proposal has been accepted by all parties (as applicable) the start date will be confirmed.



- 1.4 The Contractor shall not commence work until an approved Task Authorization Form has been received from the Contract Authority. The Contractor acknowledges that any or all Work performed in the absence of the aforementioned approved Task Authorization Form, will be done at the Contractor's own risk, and OSFI shall not be liable for payment therefore, unless or until an approved Task Authorization Form is provided. In the event that the Contractor elects to proceed with the performance of any Work that is outside an approved Task Authorization, in anticipation of the issuance, or a modification to, a Task Authorization, or otherwise, the Contractor acknowledges that it does so at its own risk.
- 1.5 Termination of a TA for Convenience: OSFI shall have the right to terminate all or any part of an approved Task Authorization for convenience of OSFI (in accordance with the provision of this Contract, but without termination of this Contract in its entirety, unless otherwise specified), upon two days written notice to the Contractor. The Contractor shall be entitled to be paid for all work performed pursuant to the TA in accordance with the Basis of Payment up to the date that the termination is effective.
- 1.6 Termination for Default: The OSFI Contracting Authority may terminate for default (in accordance with the provisions of this Contract, but without terminating this Contract in its entirety, unless specified) all or any part of an approved Task Authorization upon one working days notice period in writing to the Contractor.
- 1.7 Termination for Non Performance:
 - 1.7.1 The Contracting Authority may terminate the Contract in its entirety, upon five business days written notice to the Contractor, for Task Authorization (TA) Non Performance. Incidents of TA Non Performance include but are not limited to:
 - a) Failure to respond to OSFI with a TA proposal within the timeframe stipulated in article 1.3 b. of the TA Process (above);
 - b) Failure to propose at least one qualified resource in response to a SOW (i.e. TA request) from OSFI;
 - c) Failure to provide an equivalent or higher, qualified resource to replace a resource prior to completion of an TA (Note: The resource may be replaced at the request of OSFI, the Contractor or the individual resource);
 - d) Failure to provide monthly contract status reports as stipulated in article 7.2 e. of the Contract and/or
 - e) Failure to adhere to the OSFI TA process (set out in this Annex) in any manner.

If during the initial six month period following contract award, or the four months following issue of the first approved TA, the Contract is terminated in accordance with this clause, even if the bid validity period has passed, OSFI has the right (but not the obligation) to ask the next-ranked responsive bidder(s) if its bid remains open for acceptance and to award to the next-ranked bidder who confirms its bid remains valid.