RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Health Canada / Santé Canada Attn: Marie-France Gagnon Email: marie-france.gagnon2@canada.ca

Or by mail: 161 Goldenrod Driveway, Tunney's Pasture Loading dock of building #18, Ottawa, ON K1A 0K9 CANADA Business hours: 7h30 to 16h30 ATT: Marie-France Gagnon Solicitation #1000199731

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Health Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition à: Santé Canada

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

Instructions : See Herein Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Health Canada / Santé Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Employees and applicants credit che	ecks
Solicitation No. – N° de l'invitation 1000199731	Date 2018-11-30
Solicitation Closes at – L'invitation prend fin à on / le – January 24^{th} , 10th, 20198 at 2 p.m.	Time Zone Fuseau horaire Ottawa time
F.O.B F.A.B. Plant-Usine: Destination: 🖂	Other-Autre:
Address Enquiries to: - Adresser tou Name: Marie-France Gagnon Email: marie-france.gagnon2@canada. Telephone - téléphone : 613-404-6724	ca
Destination – of Goods, Services, an Destination – des biens, services et See Herein – Voir ici	
Delivery required - Livraison exigée See Herein – Voir ici	
	seur/de l'entrepreneur
Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	seur/de l'entrepreneur
Facsimile No. – N° de télécopieur :	to sign on behalf of
Facsimile No. – N° de télécopieur : <u>Telephone No. – N° de téléphone :</u> Name and title of person authorized Vendor/firm Nom et titre de la personne autorisée	to sign on behalf of e à signer au nom du



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Medium Complexity Bid Solicitation and Resulting Contract (MC)

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N/A

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

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

 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program of Public Works and Gove</u>rnment Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2 Statement of Work

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

1.3 Comprehensive Land Claims Agreement(s)

This procurement is not subject to the following Comprehensive Land Claims Agreement.

1.4 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This procurement **is not** set aside under the federal government Procurement Strategy for Aboriginal Business.

1.5 Debriefings

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

1.6 National Security Exception

Not applicable

N/A

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1.7 **Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

1.8 **Canadian Content**

Not applicable

1.9 epost Connect service

Not applicable

PART 2 - BIDDER INSTRUCTIONS

2.1 **Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Health Canada by the date, time and place indicated in the bid solicitation.

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

2.3 Former Public Servant

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

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.

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable: a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidder's 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 20 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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2.5 Applicable Laws

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

N/A

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically by email to the Procurement Officer, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission.
- •

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications Section IV: Additional Information

• If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies) Section II: Financial Bid (4 hard copies) Section III: Certifications (4 hard copies) Section IV: Additional Information (4 hard copies)

• If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided by email, the wording of the electronic copy provided by email will have priority over the wording of the other copies.

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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 hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy</u>

on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

In their technical bid, Bidders should 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 at 4.1.2, Financial evaluation.

3.1.1 Electronic Payment of Invoices – Bid

Health Canada will process payment of invoices by electronic payment only.

3.1.2 Exchange Rate Fluctuation

Not applicable

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

To perform the work of this Request for Proposal, the bidder must be compliant with the requirements of part C of the Security Requirement Check List as indicated in Annex C and provide the information below.

3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

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

3.1.3.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

N/A

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

#	Mandatory Technical Criteria	Bidder Response (Indicate location in bid by inserting the page #)
MT1	Within the last five (5) years, the Bidder must have undertaken and completed a minimum of two (2) projects with a government department* in the provision of credit checks and the delivery of consumer credit reports (while acting in accordance with Provincial and Federal legislation, such as Personal Information Protection and Electronic Documents Act).	
	*Government department is defined as any Canadian provincial or federal department/agency.	
	 Bidders must provide, at a minimum, the following details about each project submitted: 1. Where (client name, organization name and address); 2. When (start and end dates of the engagement): 3. How (details about the work performed during the engagement) the stated experience was obtained; 4. A reference (including name, organization, phone number) who can attest the work/experience claimed. 	
MT2	The Bidder must provide a sample consumer credit report to demonstrate compliance with MT2.	
	The Bidder's consumer credit report must include the following:	
	 date of report; individual's name and any known aliases; individual's date of birth; date of last inquiry on file; individual's current address and telephone number; previous addresses on file, reported employment; file summary (includes: total number of legal items & bankruptcies & collections & collections inquiries, all with date of most current, 	

	 total available credit to consumer, running credit balance, total post due, total payments, number of accounts, number of accounts with negative rating, number of accounts paid, breakdown of running balances by Instalment, Revolving, Open and Mortgage, date of oldest account and newest account opened, total number of Registered Items); special messages - i.e. fraud alert, ID mismatch alert; banking information: ID number, name and phone number of institution, date of information, date of account opening, narrative; trades and mortgages: ID number, name and phone number of last activity, payment pattern, credit limit/high credit, balance owing, amount past due at time of report, terms of payment including amount and frequency, narrative; bankruptcy information/consumer proposal: date of information, date; legal items: date of information, date of court action, court information, plaintiff's name, amount, balance, comments; collections information: date of information, ate of collections action, collection agency information, amount, balance, comments; inquiries: date, agency; comments on file. 	
MT3	The consumer credit reports must be made available through the use of a web based-platform.	
MT4	Consumer credit reports must be made available on an instantaneous basis. There may be certain circumstances when an extended period* of time will be required for out of country checks to be conducted. *Extended period shall be defined as a period of time up to a maximum of two (2) weeks after a query has been made.	

4.1.1.2 Point Rated Technical Criteria

Table for point rating of RT1 and RT2:

0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.
1	Information provided demonstrates a minimal understanding that is relevant to the stated criteria. Bidder receives 10% of the available points for this element.
3	Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full range of understanding for all elements of the rated criteria. Bidder receives 30% of the available points for this element.
5	Information provided demonstrates understanding for most but not all of the elements of the rated criteria. Bidder receives 50% of the available points for this element.
7	Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria. Bidder receives 70% of the available points for this element.
8	Information provided clearly demonstrates a full understanding of all of the elements of the rated criteria. Bidder receives 80% of the available points for this element.
10	Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the rate criteria. Bidder receives 100% of the available points for this element.

Minimum passing required: 7 points (70%) per criterion

REQUIREMENTS	Max. Points	Bidder's score	Comments/Reference in Proposal
RT1: Specific audit criteria to be examined are provided for each audit objective for this work stream. This information is to be presented in sufficient detail and is to be related specifically to the requirements of the project. Points will be awarded overall based on the level of detail provided and the relevance of the information.	10		
REQUIREMENTS	Max. Points	Bidder's score	Comments/Reference in Proposal

Solicitation No. - Nº de l'invitation Amd. No. - N° de la modif. Buyer ID - Id de l'acheteur 1000199731 Client Ref. No. - Nº de réf. du client File No. - Nº du dossier CCC No./N° CCC - FMS No./N° VME TBD N/A RT2 The bidder should outline the 10 comprehensive approach (workplan) that will be followed in completing all aspects of the Statement of Work. The bidder should provide a detailed workplan, including specific activities to be undertaken as well as the timing for these and the associated level of effort by each audit team member. This information is to be presented in sufficient detail and is to be related specifically to the requirements of the project. Points will be awarded based on the level of detail provided and the relevance of the information.

Maximum points for RT1 and RT2
Total minimum passing score: 14 (70%) (7
points by criterion)20

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price – Bid

PROFESSIONAL SERVICES

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

Service Description	Per search (CAD \$)	Level of effort	Total price (CAD \$)		
Successful search credit file		As required	\$		
Unsuccessful search credit file		As required	\$		
OTHER SERV	OTHER SERVICES/EXPENSES				
			\$		
			\$		
			\$		
Subtotal (excluding GST/HST)	\$				
Estimated applicable taxes	\$				
TOTAL	\$				

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4.2 Basis of Selection

4.2.1 SACC Manual Clause A0027T (2012-07-16), Instructions to Bidders / Contractors

N/A

Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 7 points for each of the technical evaluation criterion which are subject to point rating.
 - The rating is performed on a scale of 10 points per criterion
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70** % for the technical merit and **30** % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively.

The total available points equals 135 and the lowest evaluated price is \$50,000 (50). Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)					
Bidder	Bidder 1	Bidder 2	Bidder 3		
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3 : 82/135		
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	and P3: C\$50,000		
Calculations	Technical Merit Score (OSi x 70)	Pricing Score (LP/Pi x 30)	Combined Rating		
Bidder 1	120/135 x 70 = 62.22	50/60 x 30 = 25.00	87.22		
Bidder 2	98/135 x 70 = 50.81	50/55 x 30 = 27.27	78.08		
Bidder 3	82/135 x 70 = 42.52	50/50 x 30 = 30.00	72.52		

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)</u>, the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-socialdevelopment/programs/employment-equity/federal-contractor-program.html#).

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.

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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

- **6.1.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC**).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/PWGSC.
- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex C and
 - (b) Industrial Security Manual (Latest Edition)

6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

6.1.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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

6.1.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

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N/A

Buyer ID - Id de l'acheteur

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6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled ______, dated _____.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30th, 2021 inclusive

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marie-France Gagnon Title: Senior Procurement and Contract Officer Health Canada Chief Financial Officer Branch Directorate: Materiel and Asset Management Division Address: 200 Eglantine Driveway, Room 1124B Tunney's Pasture, Ottawa ON K1A 0K9 Telephone: 613-404-6723 E-mail address: marie-france.gagnon2@canada.ca

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

6.5.2 Project Authority – To be provided at contract award

The Project Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	

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Buyer ID - Id de l'acheteur

File No. - N° du dossier $N\!/\!A$

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Telephone:	 	
Facsimile:	 	
E-mail address:		

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

6.5.3 Contractor's Representative

Name:		
Title:	_	
Organization:		
Address:		
Telephone:		
Facsimile:		
E-mail address:		

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

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.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in in Annex "B" for a cost of \$_____. *Customs duties are included and Applicable Taxes are extra.*

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

6.7.2 Limitation of Expenditure

For the Work described in Annex "A" Statement of Work:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

6.7.3 Monthly Payment

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

6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

One (1) copy of each invoice must include the following:

- a. the Contract title, number and financial code;
- b. the date;
- c. a description of the Work performed;
- d. timesheets (if payment is based on hourly/per diem rates);
- e. evidences of actual Cost (Cost Reimbursable Elements);
- f. the amount of the progress payment being claimed; and the amount of any tax (including GST/HST)

6.9 Certifications and Additional Information

6.9.1 Compliance

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Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21) Professional services (medium complexity);
- (c) Annex "A", Statement of Work;
- d) Annex "B", Basis of Payment
- (e) Annex "C", Security Requirements Check List
- (f) the Contractor's bid dated _____

6.12 Defence Contract

Not applicable

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ANNEX "A"

STATEMENT OF WORK

1. SCOPE

1.1. Introduction

On October 20, 2014, the Treasury Board Secretariat released the new Standard on Security Screening. The objective of this standard is to ensure that security screening is effective, efficient and fair as it aims to strengthen the consistency of security screening practices across government.

1.2. Objectives of the Requirement

Mandatory credit checks for all HC and PHAC employees and employees working under the Human Pathogens and Toxins Act (HPTA).

1.3. Background and Specific Scope of the Requirement

The practice of conducting mandatory financial inquiries (credit checks) for security screening dates back to 1986 when the first Government Security Policy was introduced. Over time this practice became optional for certain levels for administrative reasons although many departments continued to cnduct credit checks on a mandatory basis for all levels of screening. In response to the dynamic risk environment which has evolved over time, this new Standard reintroduces the requirement for mandatory financial inquiries for all levels of screening, as one of a number of checks, to strengthen the integrity and consistency of security screening practices across government and enable transferability of security screening between departments and agencies for employees and contractors.

2. **REQUIREMENTS**

2.1. Tasks, Activities, Deliverables and Milestones

Credit checks are being introduced on a "go forward basis". All new applicants to the GC will undergo a credit check. Existing employees will undergo a credit check according to established security screening renewal cycles (e.g. 10 years for Reliability Status and Secret Clearance and five years for Top Secret).

As such, Health Canada/Public Health Agency of Canada has a requirement to enter into a formal contract with contractor to ensure that the service will be provided and in order to process the mandatory credit checks.

Also, as part of the Public Health Agency of Canada mandate, under the Human Pathogens and Toxins Act (HPTA), the Security Management Division (SMD) will require to clear, including fingerprinting as well as credit checks, approximately 1,000 applicants per year. This will enable applicants to access Security Sensitive Biological Agents (SSBAs). These new measures will enhance the safety and security of those persons working with SSBAs and that of Canadians.

For the purposes of reconciliation, the Contractor will require to keep two separate accounts: one for employees (approximately 3000), the other for HPTA (approximately 1000).

2.2. Method and Source of Acceptance

The Contractor will ensure performance, quality, and testing requirements are up to date to ensure that that results provided are accurate and usable.

2.3. Reporting Requirements

The Contractor must submit one (1) electronic copy a report to the Project Authority outlining the accomplishments for the given period, open issues and upcoming milestones on a <u>monthly/quarterly basis</u>.

2.4. Project Management Control Procedures

The individual identified in the proposal as the Project Authority or Technical Authority will ensure the contract will be brought in on time, on budget and of an acceptable quality; i.e. submission of progress reports, system tests, etc.

3. Additional Information

3.1. Authorities

The Contractor is to interact with and obtain direction from the Client as required and advise of any delays in the delivery of credit reports.

3.2. Canada's Obligations

For meetings and training sessions: Access to facilities, the loan or use of Government Furnished Equipment, the access to documentation, networks, etc. which Canada will provide to the Contractor, if necessary:

- access to government and departmental policies and procedures, publications, reports, studies, etc.
- access to facilities and equipment (i.e. a workstation with a computer and associated equipment, telephone, etc.)
- access to a staff member who will be available to coordinate activities
- provide comments on draft reports within five (5) working days
- provide other assistance or support.

3.3. Contractor's Obligations

The Contractor must provide:

- 3.3.1.A web based applications and all new versions of upgrade introduced to systems with no disruption in service;
- 3.3.2.Information encryption for data transmission purposes including, at a minimum, Transport Layer Security (TLS);
- 3.3.3.A minimum of sixty (60) days' notice should the Contractor decide to change the format in which information is transmitted or received;
- 3.3.4.Provide HC with online/computer based training (CBT) and/or Technical Support training on the use of system/web based application and analysis of credit reports;
- 3.3.5. The ability to provide telephone and internet services should the online system fail;

<u>3.3.6.</u>A hard copy billing report of each query, for invoice payment on a monthly basis.

3.4. Location of Work, Work site and Delivery Point

The majority of the work will be done at the contractor's office but occasionally work in a federal government building.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

3.5. Language of Work

Credit Reports are to be available in English and if required in French.

3.6. Insurance Requirements

The Contractor must obtain and maintain an appropriate level of professional liability insurance coverage.

3.7 Privacy:

The Contractor acknowledges that Health Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's <u>Privacy Act</u>, <u>Access to</u> <u>Information Act</u>, R.S. 1985, c. A-1, and <u>Library and Archives of Canada Act</u>, S.C. 2004, c. 11. The Contractor must comply with any requirement established by the Project Authority that is reasonably required to ensure that Health Canada meets its obligations under these acts and any other legislation in effect from time to time.

The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the <u>Personal Information Protection and Electronic Documents Act</u>, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Project Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

4. **PROJECT SCHEDULE**

4.1. Expected Start and Completion Dates Schedule of Efforts and Work Breakdown

Start date: Contract award to March 31st 2021.

The Contractor must provide approximately 4000 consumer credit reports (including the estimated 1000 for HPTA) annually which would include the elements described below. The web based-platform must allow the user to input the following, but not limited to, information to make a query to obtain a consumer credit report:

- i. Surname
- ii. Given names
- iii. Address (# and street, city, province, state, country)
- iv. Postal code
- v. Date of Birth
- vi. 2nd address
- vii. Phone number

Additional reports for internal usage may be required from time to time.

4.1.1 Consumer credit reports must be made available on an instantaneous basis. There may be certain circumstances when an extended period* of time will be required for out of country checks to be conducted. This is part of the Mandatory requirements.

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TBD	N/A	

*Extended period shall be defined as a period of time up to a maximum of two (2) weeks after a query has been made.

- **4.2** The consumer credit report must include, but is not limited to, the following elements:
 - i. date of report;
 - ii. individual's name and any known aliases;
 - iii. individual's date of birth;
 - iv. date of last inquiry on file;
 - v. individual's current address and telephone number;
 - vi. previous addresses on file, reported employment;
 - vii. file summary (includes: total number of legal items & bankruptcies & collections & collections inquiries, all with date of most current, total available credit to consumer, running credit balance, total post due, total payments, number of accounts, number of accounts with negative rating, number of accounts paid, breakdown of running balances by Instalment, Revolving, Open and Mortgage, date of oldest account and newest account opened, total number of Registered Items);
 - viii. special messages i.e. fraud alert, ID mismatch alert;
 - ix. banking information: ID number, name and phone number of institution, date of information, date of account opening, narrative;
 - x. trades and mortgages: ID number, name and phone number of institution, date of information, date of account opening, date of last activity, payment pattern, credit limit/high credit, balance owing, amount past due at time of report, terms of payment including amount and frequency, narrative;
 - xi. bankruptcy information/consumer proposal: date of information, date of bankruptcy(ies), trustee, assets, liabilities, discharges with date;
 - xii. legal items: date of information, date of court action, court information, plaintiff's name, amount, balance, comments;
 - xiii. collections information: date of information, date of collections action, collection agency information, amount, balance, comments;
 - xiv. inquiries: date, agency;
 - xv. comments on file
- **4.3** The Contractor must provide technical support and support for interpretation of reports by telephone, Monday to Friday (excluding statutory holidays) from 8:00 to 17:00 Eastern Standard Time (EST).
- **4.4** Unless otherwise indicated by the Project Authority (PA), the Contractor must provide two (2) training sessions per year. These training sessions will be for new HC employees using the web based-platform and for HC personnel, selected by the PA, when amendments to credit information have been made to the consumer credit reports.
- **4.5** The Contractor must ensure that any credit inquiry for government screening purposes is **"masked/soft query"** to ensure no adverse influence from a subsequent review of an individual's credit status by a credit grantor.
- **4.6** The Contractor must ensure that a social insurance number is not requested as part of the credit check identification verification process.
- **4.7** The Contractor must report to Health Canada, any personal information breaches resulting from an exchange of information under this contract process. This requirement is in addition to any breach reporting to the OPC requirement under PIPEDA.

5. REQUIRED RESOURCES OR TYPES OF ROLES TO BE PERFORMED

The Contractor's resources are to be be qualified, trained and experience personnel that will deliver accurate reports within the establish timeframe.

6. APPLICABLE DOCUMENTS AND GLOSSARY

N/A

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ANNEX "B"

BASIS OF PAYMENT

1. BASIS OF PAYMENT

- **1.1.** Canada will pay the Contractor for the satisfactory performance of the agreed to services an amount not to exceed \$_____, inclusive of all expenses, customs and duties, and applicable taxes.
- 1.2. All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- **1.3.** No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications made by the Contractor will be authorized or paid to the Contractor unless such changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to their incorporation into the Work. The Contractor is not obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Project Authority in writing as to the adequacy of this sum:
 - a. when it is seventy five percent (75%) committed, or
 - b. four (4) months prior to the Contract expiry date, or
 - c. if the Contractor considers the funds provided to be inadequate for the completion of the Work, whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor will provide to the Project Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional fund does not increase the liability of Canada.

2. PRICE BREAKDOWN

2.1. PROFESSIONAL SERVICES

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

Service Description	Per search (CAD \$)	Level of effort	Total price (CAD \$)
Successful search credit file		As required	\$
Unsuccessful search credit file		As required	\$
OTHER SERV	ICES/EXPENSES		
			\$
			\$
			\$
Subtotal (excluding GST/HST)			\$
Estimated applicable taxes			\$
TOTAL			\$

2.2. Travel and Living Expenses

Not applicable

2.3. Miscellaneous expenses

Not applicable

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N/A

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Buyer ID - Id de l'acheteur

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ANNEX "C"

SECURITY REQUIREMENT CHECK LIST

See below

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Government of Canada	Gouverne du Canad	la 000	Contract Number / Numéro du co 1997 3 irity Classification / Classification d UNCLASSIFIED	
			UNCLASSIFIED	
	LISTE DE VÉ	SECURITY REQUIREMENTS CHECK LIST (RIFICATION DES EXIGENCES RELATIVES À L		
1. Originating Government Dep	MATION / PAR artment or Orga	TIE A - INFORMATION CONTRACTUELLE mization / 2. Bri	anch or Directorate / Direction gen	erale ou Direction
Ministère ou organisme gou 3. a) Subcontract Number / Num	and state and the first first		PSD / SMD ubcontractor / Nom et adresse du	sous-fraitant
4. Brief Description of Work / B	-0.0049666	and the second		
Competitive contract process to	provide credit chi	eck services necessary to the personnel security screening proc	ess.	
5. a) Will the supplier require a Le fournisseur aura-t-ll ac	cés à des march	andises contrôlées?		No Ye Non Ou
Regulations?		ified military technical data subject to the provisions of t	요즘 김 승규들은 전화가 가지?	No Ve Non Ou
sur le contrôle des donnée	s techniques?	es techniques militaires non classifiées qui sont assuje	lties aux dispositions du Réglemen	
 Indicate the type of access r a) Will the supplier and its en 	plovees require	access to PROTECTED and/or CLASSIFIED informati	ion or assets?	No ZYe
Le fournisseur ainsi que le (Specify the level of acces	s employes aur s using the char	ont-lis accés à des renseignements ou à des biens PRC t in Question 7. c)	DTÉGÉS el/ou CLASSIFIÉS?	Non 🗹 Ou
(Préciser le niveau d'accè 6, b) Will the supplier and its en	nployees (e.g. c	tableau qui se trouve à la question 7. c) leaners, maintenance personnel) require access to resti	ricled access areas? No access to	
PROTECTED and/or CLA	SSIFIED Inform	ation or essets la permitted. toyeurs, personnel d'entretien) auront-lis accès à des zo DTEGES et/ou CLASSIFIES n'est pas autorisé.		Non L Ou
c) is this a commercial courie	r or delivery red	uirement with no overnight storage?	<u>a se a ser a se a se a se a se a se a se</u>	
		livralson commerciale sans entreposage de nuit? pplier will be required to access / Indiquer le type d'infor	mailon auquel le fournisseur devra	Contraction of the second second second
Ganada	7	NATO / OTAN	Foreign / Étrange	
7. b) Release restrictions / Res No release restrictions	rictions relative:	All NATO countries	No release restrictions	
Aucune restriction relative à la diffusion		Tous les pays de l'OTAN	Aucune restriction relative	
Not releasable		< 1		
A ne pas diffuser Restricted to: / Limité à :		Restricted to: / Limité à :	Restricted to: / Limite 4 :	
Specify country(ies): / Précise	r le(s) pays ;	Specify country(les): / Préciser le(s) pays :	Specify country(les): / Préc	iser le(s) pays :
State of the second				
7. c) Level of Information / Nive	au d'information		PROTECTED A	
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PROTECTED C		NATO CONFIDENTIAL	PROTECTED C PROTÉGÉ C	
PROTÉGÉ C CONFIDENTIAL	=	NATO SECRET	CONFIDENTIAL	
CONFIDENTIEL		COSMIC TOP SECRET	SECRET	
SECRET		COSMIC TRÉS SECRET	SECRET	
TOP SECRET			TOP SECRET	
TRÉS SECRET TOP SECRET (SIGINT)			TOP SECRET (SIGINT) TRES SECRET (SIGINT)	
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		Security Clussi	fication / Classification UNCLASSIFIED	ee acreito
8. Will the supplier require access to PRO	TECTED and/or CLASSIFIED COMSEC	information or assets?		No Yes
Le fournisseur aura-t-il accès à des rem If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de	sensibilité :		ASSIFIES?	Mon L_Oui
 Will the supplier require access to extreme Le fournisseur aura-t-il accés à des rens 			67	Non Yes
Short Tille(s) of material / Tilre(s) abrèg Document Number / Numéro du docume PART B - PERSONNEL (SUPPLIER) / PA	ent:			
 a) Personnel security screening level re 	quired / Niveau de contrôle de la sécuri	lé du personnel requis	and a state of the second s	
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SITE ACCESS ACCES AUX EMPLACEM	ents			
Special comments: Commentaires spéciaux ;				
	creening are identified, a Security Classif niveaux de contrôle de sécurité sont rec			
0, b) May unscreened personnel be used :	for portions of the work?	line, nu finga de classification	de la seculte doit ett	No Yes
	ritaire peut-il se voir confier des parties	du travall?		Non Oul
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