

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

Instructions:

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

Title Actuarial Services	
Solicitation No. 20191312	Date February 21, 2020
Client Reference No. 20191312	
Solicitation Closes at 02 :00 PM on April 2, 2020	
Time Zone Eastern Standard Time EST	
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	
Destination – of Goods, Services, and Construction: See Herein	

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>) 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: one hundred eighty (180) calendar days

2. Submission of Bids

Bids must be submitted only by email to contracting@osfi-bsif.gc.ca 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.

7. Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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:

- 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>).

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.

4.1.1.1 Mandatory Technical Criteria

Refer to Part 4: Technical Evaluation Criteria.

4.1.1.2 Point Rated Technical Criteria

Refer to Part 4: Technical Evaluation Criteria.

Point-rated technical criteria not addressed will be given a score of zero.

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.
- (c) **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.
- (d) **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

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

Criteria	Mandatory Requirements	Page No.
M.1	<p>The Bidder must provide a list of their proposed resources (including the project lead and a maximum of two support resources) for this requirement. The Bidder must include a curriculum vitae (CV) for each proposed resource, outlining their education, designation, experience and qualifications.</p> <p>The Bidder’s proposed project lead’s experience will be further evaluated under R2.</p> <p>The Bidder’s proposed support resource(s) experience will be further evaluated under R3.</p>	
M.2	<p>At least one of the Bidder’s proposed resource(s) on the project team must have work experience in the segregated fund guarantee or variable annuity products in Canada, the U.S. and other jurisdictions within the last 5 years as of issuance date of this RFP.</p> <p>The Bidder’s proposed resource(s) experience will be further evaluated under R2 or R3.</p>	

M.3	<p>At least one of the Bidder's proposed resource(s) on the project team must be a Fellow of the Canadian Institute of Actuaries (FCIA) in good standing (with at least 10 years of relevant actuarial work experience within the last 15 years in the life insurance industry as of the issuance date of the RFP). The resource must be knowledgeable about segregated fund guarantee (SFG) product features, market consistent economic scenario generators (ESGs), as well as the IFRS 17 standard and its applicability to the valuation of SFG products.</p> <p>The Bidder's proposed resource(s) experience will be further evaluated under R2 or R3.</p>	
M.4	<p>At least one of the proposed resource(s) on the project team must be proficient at developing and using ESGs for SFG products, and understand the implications of the results in the measurement of SFG.</p> <p>The Bidder's proposed resource(s) experience will be further evaluated under R2 or R3.</p>	
M.5	<p>At least one of the Bidder's proposed resource(s) on the project team must be knowledgeable and proficient in the use of the AXIS software to determine SFG liabilities.</p> <p>The Bidder's proposed resource(s) experience will be further evaluated under R2 or R3</p>	

1.1.2 Point Rated Technical Criteria

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

The maximum point score for rated requirements is 165. The Bidder's proposed resources must obtain a minimum of 55 points of 165 available in order to remain compliant. In this section, details should be provided regarding the qualifications, relevant experience and expertise of the proposed resources. The experience of the proposed resources must be clearly identified by providing a summary/description of the previous projects worked on, and indicating when the work was carried out and who the client was.

Criteria	RATED REQUIREMENTS :	Page No.	Max Points
R.1	Evaluation of the Firm		
A	<p>The Bidder must demonstrate recent (within the last 5 years as of the issuance date of this RFP) work in the modelling of SFG for valuation purposes and for products commonly issued in the United States, Canada, or other jurisdictions.</p> <p>The Bidder must submit up to five (5) projects that must include recommendations.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • <i>One point per project (up to 5 points)</i> • <i>Two points if the project involved Canadian SFG and/or U.S. variable annuity products (up to 10 points)</i> <p>Note: For the purpose of this criterion, specific client details can be omitted.</p>		15
	Total for the Evaluation of the Firm		15
	Minimum Points Required to Pass		5

R.2	Experience of the Bidder's proposed Project Lead		Max Points
A	<p>The Bidder's proposed Project Lead resource must demonstrate (within the last 5 years as of the issuance date of this RFP) experience, in leading complex projects and/or holding senior roles in areas such as valuation, peer review and/or audit of valuation assumptions, pricing, risk management, or model validation with respect to SFG in either an insurance company, insurance consulting, or audit firm. The resource should be knowledgeable in the use of the AXIS software to determine SFG liabilities.</p> <p>The Bidder should submit up to five (5) projects in the areas listed above that the proposed resource has worked on. At least two (2) projects should be on valuation or peer review/audit of valuation assumptions.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • <i>Maximum ten points per project that demonstrates that the proposed resource has the relevant experience and knowledge. (up to 50 points)</i> • <i>Two points per project that demonstrates that the proposed resource has modeling experience using AXIS with respect to SFG (up to 10 points)</i> • <i>Two points per project to demonstrate the resource has modelling experience in ESGs or using ESGs (up to 10 points)</i> 		70
B.	<p>The Bidder's proposed Project Lead resource must demonstrate knowledge of IFRS 17 standard to the valuation of SFG products.</p> <p>Bidder should submit up to five (5) projects to demonstrate this experience.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • <i>Two points per project related to demonstrate the resource is knowledgeable about a market consistent valuation approach (up to 10 points)</i> • <i>Two points per project to demonstrate the resource is knowledgeable about IFRS 17 and its applicability to the valuation of SFG products (up to 10 points)</i> 		20
	<p>Total for the Evaluation of the Project Lead Minimum Points Required to Pass</p>		<p>90 30</p>

R.3	Experience of the Bidder's proposed Support Resource(s)*		Max Points
A	<p>The Bidder's proposed support resource(s) must demonstrate (within the last 5 years as of the issuance date of the RFP) experience in modelling and/or model validation experience with respect to SFG or ESG. In addition, the support resource(s) must have experience in valuation, peer review and/or audit of assumptions with respect to SFG.</p> <p>The proposed resource should be proficient in the use of AXIS software to determine SFG liabilities.</p> <p>The Bidder should submit up to five (5) projects to demonstrate this experience.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • <i>Two points per project related to modelling or model validation with respect to SFG (up to 10 points)</i> • <i>Two points per modelling or model validation project related to developing and/or using ESGs for SFG (up to 10 points)</i> • <i>Four points per year that the resource demonstrates that they are proficient in the use of the AXIS software to determine SFG liabilities (up to 20 points)</i> • <i>Two points per project related to experience in valuation, peer review and/or audit of assumptions with respect to SFG (up to 10 points)</i> • <i>One point per project to demonstrate the resource is knowledgeable about IFRS 17 and its applicability to the valuation of SFG products (up to 5 points)</i> • <i>One point per project related to demonstrate the resource is knowledgeable about a market consistent valuation approach (up to 5 points)</i> 		60
	Total for Evaluation of the Support Resource Minimum Points Required to Pass		60 20

*Please note that if two (2) support resources are proposed, the individual scores of each resource will be averaged using the above criteria to provide a total score out of 60 points.



1.1.3 Financial Evaluation

Calculation of Financial Score:

- i. A financial evaluation will be performed only on proposals that are technically responsive. A technically responsive proposal (i.e. Qualified Bidder) is a proposal that meets all mandatory criteria and obtains the required minimum pass marks specified in this solicitation for the criteria that are subject to point rating.
- ii. The Financial Proposal Pricing Table provided in Attachment 4.1 to Part 4, "Financial Proposal Pricing Table" will be used for the purposes of the financial evaluation. Bidders must propose a Firm Per Diem Rate for each required Resource Category and Experience Level, in each Contract Period. A missing Per Diem Rate under any Resource Category and/or Contract Period will render the Proposal non-responsive. Prices will be evaluated in Canadian Dollars.
- iii. Each Bidder's "Total Evaluated Cost" will be calculated as follows:
 - a) The Bidder's "Evaluated Price" will be computed for each resource category / level using the following formula:

 "Proposed Firm Per Diem Rates" (column 'A') x "Estimated number of days" (column 'B')

 Note: The evaluated price do not reflect a commitment or forecast of utilization by OSFI and are provided for the purposes of bid evaluation only.
 - b) The Bidder's "Total Evaluated Cost" is the sum-total of the "Evaluated Price" (column 'C') for each resource category / level (i.e. resource #1 - 2).
- iv. The qualified Bidder with the lowest "Total Evaluated Cost" will receive the maximum Financial Proposal Score of 30 points. The Financial Proposal Score for all other technically responsive Bidders will be computed (i.e. prorated) against the lowest "Total Evaluated Cost" using the following formula:

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



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 points for each of the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 165 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;

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.



ATTACHMENT 4.1 to Part 4 - FINANCIAL PROPOSAL PRICING TABLE

The Bidder must propose a Firm Per Diem Rate for the resource category and each contract period identified in the table below.

		A	B	C
Resource #	Resource Categories	Proposed Firm Per Diem Rates <i>Bidder Input Required</i>	Estimated number of days	Evaluated Price (A x B)
		Initial Contract Period Contract award to March 31st, 2021		
1	Project Lead	\$0.00	240	\$0.00
2	Support Resource(s)	\$0.00	240	\$0.00
Total Evaluated Cost				\$0.00



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-responsive 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



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. Security Requirement

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

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.

Contractor personnel MUST use OSFI IT equipment for processing, storing and sending/receiving electronic Protected information, and 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)

3. Statement of Work

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

4. Standard Clauses and Conditions

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

4.1 General Conditions

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

4.2 Supplemental General Conditions:

Personal Information - Statutory Obligations

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

4.3 Annexes

All Annexes apply to and form part of the Contract.



5. Term of the Contract

5.1 Period of Contract

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

5.2 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.

5.2.1. Optional Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A – Section 6 of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

6. Authorities

6.1 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
E-mail Address: contracting@osfi-bsif.gc.ca

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

6.2 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.



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

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

7. Proactive Disclosure of Contracts with Former Public Servants

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

8. Payment

8.1 Basis of Payment

a. Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, [REDACTED] as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ [REDACTED] *(insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.

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.

c. 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.

8.2 Method of Payment

Monthly Payment

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

8.3 SACC Manual Clauses

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

9. Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) original copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

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.



10. Certifications

10.1 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.

10.2 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.

11. Applicable Laws

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

12. 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;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Non-Disclosure Agreement; and
- (g) the Contractor's bid dated _____ (*to be inserted at contract award*)

13. 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.

14. 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.

15. 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.



16. 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.

17. 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

18. 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.

19. 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. Introduction

The Office of Superintendent of Financial Institutions (OSFI) is an independent agency of the Government of Canada, established in 1987 to contribute to the safety and soundness of the Canadian financial system. OSFI supervises and regulates federally registered banks and insurers, trust and loan companies, as well as private pension plans subject to federal oversight.

Actuarial Division (AD), a department of OSFI, ensures that appropriate actuarial and insurance industry knowledge, advice, and standards are applied to both regulatory and supervisory systems governing federally regulated financial institutions (FRFIs) so that policyholders are safeguarded from undue loss and public confidence in the financial services system is enhanced.

2. Background

Segregated Fund Guarantee (SFG) products are life insurance products that provide insurance protection and protect policyholders' deposits subject to guaranteed levels. Typical insurance guarantees include minimum maturity benefits, death benefits, and withdrawal benefits. The underlying investment vehicles are usually mutual funds and the guarantee of return of principal or a significant portion thereof is the primary guarantee. For income-based products, the guarantee can be based upon providing a guaranteed level of income for a fixed period of time or life. SFG contains significant market and insurance risk.

IFRS 17 will become the new financial measurement standard and supersedes International Financial Reporting Standard (IFRS) 4 – Insurance Contracts insurance contracts with effect January 1, 2022. IFRS 17 Application Guidance paragraphs B47 and B48 allow for the use of either a replicating portfolio or a stochastic modeling technique to calculate an option or guarantee within an insurance contract. As a result, there will be significant changes to the current IFRS 4 valuation models for SFG. AD will develop an IFRS 17 compliant SFG valuation model to assist in our analysis of liabilities using Moody's AXIS. AD will create a sample portfolio of representative SFG products. Hence OSFI can gain a better understanding of how companies measure the guarantees and the sensitivity of assumptions.

3. Objective

The AD at OSFI requires a Contractor to provide actuarial services to assist the development of an IFRS 17 compliant valuation model to determine insurance contract liabilities for SFG.

The goal of the contractor's work is to verify that the AD-built IFRS 17 compliant model for SFG is comprehensive.

The Contractor must provide the Services on an "as and when requested" basis, ad hoc basis, or regularly scheduled basis (as agreed upon with the Project Authority), depending on AD's requirements during the life of the contract.

4. Scope of Work

The Contractor must perform actuarial services including, but not limited to, the following (the "Services"):

- Assist AD in evaluating a small number of (approximately ten) Economic Scenario Generator (ESG) models/platforms and their suitability for market consistent valuation of SFG;
- Assist AD in determining assumptions, parameterization, and calibration of market consistent ESGs;
- Assist AD in determining insurance assumptions for SFG products;
- Provide advice and, if applicable, recommendations on OSFI's model office of representative SFG products, for example, the most common types of guarantees, product features (i.e. bonuses and resets) and model points (i.e. age and maturity groupings);
- Provide advice and, if applicable, recommendations on Moody's Analytics AXIS actuarial system related to coding of cells upon request;



5. Deliverables and Schedule

In accordance with the activities defined in “Scope of Work”, the Contractor must provide AD with the following deliverables:

1. Identify the ESG models to be considered including pros and cons to justify the choice	No later than 2 months from start of contract
2. Provide recommendations on ESG parameters, including model calibration and parameterization	No later than 3 months from start of contract
3. Provide recommendations on insurance assumptions	No later than 4 months from start of contract
4. Provide advice on determining representative products and AXIS modeling upon request	No later than 5 months from start of contract
5. Final report documenting all the recommendations. This must include, but not limited to choices of assumptions and parameters, appropriateness of the ESGs, and confirmation of the accuracy of the modelling, including rationale. All written material must be provided in hard and soft copy to the Project Authority in accordance to the agreed upon schedule.	No later than 6 months from start of contract

The Contractor must meet with AD to discuss each deliverable before the scheduled due date. Both the AD and Contractor can initiate meetings; the AD will be responsible to set up the meetings. In addition, the Contractor must immediately notify AD of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under this Contract.

6. Optional Services

OSFI reserves the right to request the additional services as described below. Exact details and schedule will be confirmed by the Project Authority at the time of exercising the option (which will be evidenced through a formal contract amendment).

The Contractor must perform the following additional actuarial services including;

- Validation of the AD constructed AXIS datasets; and
- Validation of the models.

7. Language of Work

The Contractor(s) must be fluent in English. All correspondence and reports must be provided in English.

8. Location of Work

The Contractor's work is expected to take place primarily at the Contractor's premises. Some meetings will be conducted by phone or in person at AD's office at 121 King Street West, 14th floor, Toronto, Ontario, M5H 3T9.

9. Travel

There is no travel associated with this requirement.

10. Method of Acceptance

The Services must be carried out in accordance with the accepted actuarial practice (based on the IFRS 17 and the Canadian Institute of Actuaries' Standards of Practice and Educational Notes) and any directions from OSFI. Each deliverable will be subject to review, possible revision, and ultimate acceptance by AD management review. The deliverable will not be considered complete until the Contractor has implemented the requested changes to the satisfaction of AD.



Annex B – Basis of Payment

(TO BE INSERTED AT CONTRACT AWARD)



Annex C – Security Requirements Check List

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine OSFI	2. Branch or Directorate / Direction générale ou Direction Actuarial Division	
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 AD requires a Contractor to provide actuarial services to assist AD in developing an IFRS 17 compliant valuation model to determine insurance contract liabilities for Segregated Fund Guarantees		
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 checked="" type="checkbox"/> No / Non <input 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 type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
 If Yes, indicate the level of sensitivity: _____
 Dans l'affirmative, indiquer le niveau de sensibilité : _____

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non Oui

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

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

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

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

Special comments: _____
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non Oui

PRODUCTION

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

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

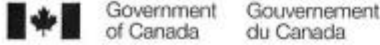
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? No Yes
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

Security Classification / Classification de sécurité
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Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) Chris Townsend	Title - Titre Senior Director	Signature
Telephone No. - N° de téléphone 416-952-4129	Facsimile No. - N° de télécopieur 416-952-0664	E-mail address - Adresse courriel chris.townsend@osfi-bsif.gc.ca
		Date November 13, 2019

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

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

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

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

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

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

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



ANNEX D - NON-DISCLOSURE AGREEMENT

The successful resource (s) will be required to sign the agreement prior to contract award.

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract No. _____ between Her Majesty the Queen in right of Canada, represented by the Superintendent of OSFI and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract No. _____.

Signature

Date