RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

PCS-SAC@pco-bcp.gc.ca

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

## Proposal To: Privy Council Office

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 aux: Bureau du Conseil Privé

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées.

Instructions : See Herein Comments - Commentaires

Vendor/Firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur

#### Issuing Office - Bureau de distribution

Privy Council Office/Bureau du Conseil Privé 85 Sparks St./85, rue Sparks Room 301/Piece 301 Ottawa, Ontario K1P 5B4

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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation:
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

# 1.2 Summary

Finding and managing talent is a key priority for the Federal Government as it seeks to determine merit to support Governor in Council appointment decision-making. Recruiting and retaining the best possible talent has been identified as being indispensable to our long-term capacity to serve Canadians with excellence. It is also essential in ensuring the good governance of public sector entities including, crown corporations, agencies, boards, commissions and administrative tribunals.

The Privy Council Office is seeking credential check services, specifically employment and/or education and/or professional license and certification verifications related to candidates as identified by the Project Authority (PA). Since the candidates can be internationally based, the Service Provider must be able to provide international credential checks, as necessary.

Employment, education, professional license and certification verifications provide confirmation that the information provided by the candidate related to employment and education are accurate and correct and that professional licenses and certifications are current and in good standing.

1.2.1 "There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <a href="Contract Security Program">Contract Security Program</a> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".

#### 1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone.

#### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.2 Submission of Bids

Subsection 5.2 d. of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

REMOVE: send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided on page 1;

INSERT: send its bid only to Privy Council Office (PCO) Bids Office specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.

Bids must be submitted only to PCO by the date, time and place indicated on page 1 of the bid solicitation.

The following information shall be included on the bid submission:

- Bid number
- Name of the Contracting and Procurement Regional Officer
- Closing Date

Due to the nature of the bid solicitation, bids transmitted by facsimile to PCO 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 non-responsive.

#### **Definitions**

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

A former public servant may be:

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 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.

#### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than <u>5</u> 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.

#### 2.5 **Applicable Laws**

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

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

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 **Bid Preparation Instructions**

The Bidder has to submit its bid electronically, by email only.

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

Section I: Technical Bid, one (1) soft copy (via email)

Section II: Financial Bid, one (1) soft copy (via email)

Section III: Certifications not included in the Technical, Bid one (1) soft copy (via email)

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

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

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

#### 3.1.1 **Basis of Payment**

Bidders must submit their financial bid in accordance with the pricing schedule detailed in Annex B -Basis of Payment. The total amount of Goods and Services Tax (GST) and Harmonized Sales Tax (HST) must be shown separately, if applicable

See Annex B – Basis of Payment for the Pricing Schedule.

#### Section III: Certifications

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

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation :
  - i. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - ii. Requests for Further Information: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003. Standard Instructions Goods or Services Competitive Requirements:
    - a. verify any or all information provided by the Bidder in its bid;
       The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
  - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.1.1 Technical Evaluation

#### a. Mandatory Technical Criteria:

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

# b. Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in **Annex D – Mandatory and Point Rated Criteria.** 

#### 4.1.2 Financial Evaluation

## 4.1.2.1 Mandatory Financial Criteria A0220T (2014-06-26) Evaluation of Price-Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection

# 4.2.1 SACC Manual Clause A0027T, Basis of Selection – 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 points specified for criteria numbers R1, R2 and R3 for the technical evaluation, and
- d. obtain the required minimum of 17.5 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 25 points.
- 2. Bids not meeting (a) or (b) or (c) and (d) 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 \$45,000 (45).

# Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	95/135	102/135
Bid Evalua	ated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	95/135 x 70 = 49.26	102/135 x 70 = 52.89
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	76.26	82.89
Overall Rating		1st	3rd	2nd

## 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 Integrity 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 specified 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 property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), 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 "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada (ESDC) - Labour's</a> website (https://www.canada.ca/en/employment-social-development/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.

## 5.2.3 Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO 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. For more information about OPO, including the available services, please visit the OPO website.

#### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 6.1 Security Requirements

- **6.1.1** At the date of bid closing, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;

- 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 7
   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 7 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.
- **6.1.2** For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### **PART 7 - RESULTING CONTRACT CLAUSES**

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

#### 7.1 Statement of Work

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

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 Non-Disclosure Agreement

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

# 7.3 Security Requirements

The contractor must, at all times during the performance of the Contract, Standing Offer or Supply Arrangement, maintain a valid Designated Organization Screening (DOS) with Information Technology Security issued by Public Services and Procurement Canada – Industrial Security Program.

The contractor must maintain a valid Document Safeguarding Capability (DSC) at the PROTECTED B level issued by Public Services and Procurement Canada – Industrial Security Program.

The contractor and/or its employees must EACH maintain a valid RELIABILITY STATUS issued by Public Services and Procurement Canada – Industrial Security Program and approved by the Privy Council Office.

The contractor and/or its employees MUST NOT have unescorted access to Privy Council Office and/or Prime Minister's Office premises. The contractor(s) must, at all time, be escorted on the Privy Council Office and/or Prime Minister's Office premises by the project authority or by a suitable replacement appointed by the project authority.

The contractor and/or its employees MUST NOT remove any CLASSIFIED information or assets from the identified work site(s).

The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store CLASSIFIED information or data.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Privy Council Office.

The contractor and its employees must comply with the provisions of the:

- a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
- b. Industrial Security Manual (Latest Edition).

#### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

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

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Estelle Benoit Title: Procurement Officer Privy Council Office Procurement & Contracting

Directorate: Logistics and Special Services Division

Address: 85 Sparks Street, 301G

Telephone: 613-408-0142

E-mail address: estelle.benoit@pco-bcp.gc.ca

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

# 7.5.2 Project Authority

The Pro	oject Authority for the Contract is: <u>To be completed at contract award</u> .
Title: _	
Organiz	zation:
Addres	s:
Telepho	one:
E-mail	address:
carried Work u Project	oject Authority is the representative of the department or agency for whom the Work is being out under the Contract and is responsible for all matters concerning the technical content of the nder the Contract. Technical matters may be discussed with the Project Authority; however, the Authority has no authority to authorize changes to the scope of the Work. Changes to the scope Vork can only be made through a contract amendment issued by the Contracting Authority.
7.5.3	Contractor's Representative
The Co	ontractor's Representative for the Contract is: To be completed at contract award.
Organiz	zation:
Addres	S:
	one:
E-mail	address:
7.6	Proactive Disclosure of Contracts with Former Public Servants
Service reporte	viding information on its status, with respect to being a former public servant in receipt of a Public Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be d on departmental websites as part of the published proactive disclosure reports, in accordance entracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.
7.7	Payment
7.7.1	Basis of Payment – Professional Fees
	ideration of the Contractor satisfactorily completing all of its obligations under the Contract, the ctor will be paid a firm price of \$ (insert amount at contract award). Customs duties are (insert "included", "excluded" or "are subject to exemption") and Applicable Taxes are
extra.	
7.7.2	Limitation of Expenditure
Canada	a's total liability to the Contractor under the Contract must not exceed \$ Customs
duties a	are (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are
extra.	

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- d. whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.7.3 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

a. Direct Deposit (Domestic and International).

#### 7.7.4 Discretionary Audit (C0101C)

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

# 7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### 7.9 Certifications and Additional Information

#### 7.9.1 Compliance

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.

#### 7.10 Applicable Laws

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

# 7.11 Dispute Resolution

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.

#### 7.12 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.

#### 7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008, 2008-12-12 Personal Information;
- (c) the general conditions 2035, 2020-05-28, General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Mandatory and point rated criteria;
- (h) Annex E, Non-Disclosure Agreement;
- (i) the Contractor's bid dated \_\_\_\_\_\_, <u>To be completed at contract award.</u>

## ANNEX "A"

#### STATEMENT OF WORK

#### 1. TITLE

Employment, education, professional license and certification verifications (credential checks) services, related to individuals applying for positions related to Governor in Council (GiC) Appointments.

#### 2. BACKGROUND

Finding and managing talent is a key priority for the Federal Government as it seeks to determine merit to support Governor in Council appointment decision-making. Recruiting and retaining the best possible talent has been identified as being indispensable to our long-term capacity to serve Canadians with excellence. It is also essential in ensuring the good governance of public sector entities including, crown corporations, agencies, boards, commissions and administrative tribunals.

#### 3. OBJECTIVES

The Privy Council Office is seeking credential check services, specifically employment and/or education and/or professional license and certification verifications related to candidates as identified by the Project Authority (PA). Since the candidates can be internationally based, the Service Provider must be able to provide international credential checks, as necessary.

Employment, education, professional license and certification verifications provide confirmation that the information provided by the candidate related to employment and education are accurate and correct and that professional licenses and certifications are current and in good standing.

### 4. SCOPE OF WORK

The Service Provider must:

- Conduct a comprehensive search to confirm that the information provided on each candidate related to employment and/or education is accurate and correct and/or professional licenses and certifications are current and in good standing.
- The Project Authority will identify the information that is to be verified for each candidate.
- **For employment history** the Service Provider must verify the location of work, the position title and the time period of employment against the candidate information provided.
- **For education history** the Service Provider must verify the name of the education institution, degree title and the date that the degree was completed against the candidate information provided.
- For professional license and certification history the Service Provider must verify the name of the institution, name of the license or certification, the date the license or certification was received and whether it is current and in good standing.
- Gather the findings and provide a separate written report for each candidate that summarizes the information that was provided and the information that was verified. If any credential check that remains unverified or unverifiable, the report must indicate the level of effort (i.e. number of outreach attempts and dates to the institutions) undertaken.

#### 5. DELIVERABLES

Within one week of the employment, education, professional license and certification verification being requested, the Service Provider must submit written report(s) detailing the findings on each candidate to the Project Authority.

#### **Service Delivery**

The Service Provider must employ a secure, accessible and confidential approach to seeking candidate consent for a credential check, such as an online platform accessible to both PC and MAC users. The service provided by the Service Provider must be equally available in both English and French.

The Service Provider must address any accessibility issue encountered and provide any necessary accommodation to candidates to enable them to provide the information and the consent required to conduct the required verifications. If any candidate should encounter any accessibility issue or difficulty providing their consent, the Service Provider must inform the PA in a timely manner, such that the issue can be resolved quickly.

The Service Provider must identify any candidates to the PA who have not responded to the request to provide their consent, and do so in a timely manner.

The Service Provider must provide to the PA a comprehensive written report for each candidate that clearly identifies the requirements listed in Item 4 – Scope of Work.

#### Storage and Disposition of Personal Information by Service Provider

Unless otherwise required by law or authorised in writing by the candidate to whom that information relates, the Service Provider must not make any copies of personal information of the candidate. The Service Provider must dispose of all personal and confidential information collected under this contract upon completion or termination of the contract. The method of disposition must maintain the confidentiality of the personal information.

#### **Privacy**

The Contractor shall notify the PA immediately if it becomes aware that a breach of any provision of this Contract governing the protection of personal information has occurred.

Any intentional breach by the Contractor of any provision of this Contract governing the protection of personal information constitutes a fundamental breach of contract such that the Contract may be terminated by the PA.

**Note:** In regards to project management, the PA may delegate authority to the PCO representative and/or the selection process manager for the purposes of managing the timelines of the specific selection process.

#### 6. LANGUAGE REQUIREMENT

The Service Provider must provide all deliverables in the official language of English or French, as required by the PA.

The Service Provider's online environment must be available to the candidates in both official languages (English and French). All communications (emails, instructions and technical support) must be available in both official languages.

All communications with candidates in relation to the provision of the service must respect the preferred official language of choice of the candidate.

# 7. HANDLING PERSONAL INFORMATION

Any Personal Information, as defined in the federal *Privacy Act*, collected by the Service Provider in the execution of this work must be used only for the performance of this work. The Service Provider must maintain the confidentiality of the information of data collected.

For additional information on handling Personal Information, Bidders should refer to the Standard Acquisition Clauses and Conditions (SAAC) Manual clause 4006 03 (2008-05-12) Ownership of Intellectual Property Rights in Foreground Information.

## 8. ADDITIONAL REQUIREMENT

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 the attached Security Requirements Check List;
- 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 the attached Security Requirements Check List;
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; and
- d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in the attached Security Requirements Check List.

For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### 9. LOCATION OF WORK

The employment, education, professional license and certification verifications will be conducted at the Service Provider's place of work.

#### ANNEX "B"

#### **BASIS OF PAYMENT - PRICING TABLE**

## Total Bid Price (Note: ALL items are required for a complete submission)

The Bidder must include all associated costs in the Pricing Table for each item as part of total bid price. No Bidder will be permitted to add or change a price after the Bid closing date. There are Pricing Tables for the initial year (2020-2021) and for 3 additional option years.

The Bidder must break down the prices for each type of credential check itemized in the Pricing Table.

- "Instance" means the verification of a single degree or equivalent from a recognized educational institution and/or the verification of a single professional license or certification or equivalent from a recognized professional association. For employment checks "instance" means each employer contacted for the verification of employment history.
- "Package" means that all credential checks (employment, education, licensing and certification verification) are performed under one bundled price.

PRICING TABLE – INITIAL YEAR				
Item No.	Credential Check	Unit Price per "Instance"		
1	Employment Check - Canada			
2	Education – Canada			
3	Professional license and certification – Canada			
4	All services bundled in a "package" – Canada			
5	Employment Check - International			
6	Education – International			
7	Professional license and certification – International			
8	All services bundled in a "package" – International			
	Total			

PRICING TABLE – OPTION YEAR 1			
Item No.	Credential Check	Unit Price per "Instance"	
1	Employment Check - Canada		
2	Education – Canada		
3	Professional license and certification – Canada		
4	All services bundled in a "package" – Canada		
5	Employment Check - International		
6	Education – International		
7	Professional license and certification – International		
8	All services bundled in a "package" – International		
	Total		

PRICING TABLE – OPTION YEAR 2			
Item No.	Credential Check	Unit Price per "Instance"	
1	Employment Check - Canada		
2	Education – Canada		
3	Professional license and certification – Canada		
4	All services bundled in a "package" – Canada		
5	Employment Check - International		
6	Education – International		
7	Professional license and certification – International		
8	All services bundled in a "package" – International		
	Total		

PRICING TABLE – OPTION YEAR 3			
Item No.	Credential Check	Unit Price per "Instance"	
1	Employment Check - Canada		
2	Education – Canada		
3	Professional license and certification – Canada		
4	All services bundled in a "package" – Canada		
5	Employment Check - International		
6	Education – International		
7	Professional license and certification – International		
8	All services bundled in a "package" – International		
	Total		

PRICING TABLE – SUMMARY (for evaluation purpose on	ly)
Table's name	Total
Pricing Table – initial year – Total	
Pricing Table – option year 1 – Total	
Pricing Table – option year 2 – Total	
Pricing Table – option year 3 – Total	
Total	

# ANNEX "C"

# SECURITY REQUIREMENTS CHECK LIST

*	Government of Canada	Contract Number / Numéro du contrat
		Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

	ATION DES EXIGENCES RELATIVES À LA	
PART A - CONTRACT INFORMATION / PARTIE A -		
<ol> <li>Originating Government Department or Organization         Ministère ou organisme gouvernemental d'origine</li> </ol>		ch or Directorate / Direction générale ou Direction
a) Subcontract Number / Numéro du contrat de sou		or Personnel Secretariat contractor / Nom et adresse du sous-traitant
5. a) Subcontract Number / Numero du contrat de son	3. b) Name and Address of Sub	contractor / North et auresse ou sous-traitaire
<ol> <li>Brief Description of Work / Brève description du tra</li> </ol>		
The Prity Council Office is seeking services in backgrour who have submitted an application for positions related to global background screening.	nd screening to conduct education, employment, profession o GIC appointments. Since the individuals can come from a	al license and certification verifications related to individuals I over the world, the Service Provider must be able to provide
<ol> <li>a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis</li> </ol>		No Yes Non Oui
sur le contrôle des données techniques?	chniques militaires non classifiées qui sont assujettie	Non L Oui
<ol><li>Indicate the type of access required / Indiquer le ty</li></ol>		
8. a) Will the supplier and its employees require acce Le fournisseur ainsi que les employés auront-lis (Specify the level of access using the chart in Or (Préciser le niveau d'accès en utilisant le tablea	accès à des renseignements ou à des biens PROTi uestion 7. c)	
à des renseignements ou à des biens PROTÉG	or assets is permitted. rs, personnel d'entretien) auront-ils accès à des zon ES et/ou CLASSIFIÉS n'est pas autorisé.	es d'accès restreintes? L'accès
<ol> <li>c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livrais</li> </ol>		No Non Yes Oui
<ol><li>a) Indicate the type of information that the supplier</li></ol>	will be required to access / Indiquer le type d'inform	ation auquel le fournisseur devra avoir accès
Canada 🗸	NATO / OTAN	Foreign / Étranger
<ol><li>b) Release restrictions / Restrictions relatives à la</li></ol>	diffusion	
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser		
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :
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	NATO UNCLASSIFIED,	PROTECTED A
PROTÉGÉ A	NATO NON CLASSIFIÉ	PROTÉGÉ A
PROTECTED B	NATO RESTRICTED	PROTECTED B
PROTEGE B PROTECTED C	NATO DIFFUSION RESTREINTE   NATO CONFIDENTIAL	PROTECTED C
PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIAL	PROTEGÉ C
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL
CONFIDENTIEL	NATO SECRET	CONFIDENTIEL
SECRET	COSMIC TOP SECRET	SECRET
SECRET	COSMIC TRÈS SECRET	SECRET
TOP SECRET		TOP SECRET
TRÉS SECRET		TRÈS SECRET
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)

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	tinued) / PARTIE A (suite) plier require access to PROTECTED at	War of Assisten consect	nformation or assets?		No Yes
	eur aura-t-il accès à des renseignement			ASSIFIÉS?	Non Oui
	ate the level of sensitivity:				
	native, indiquer le niveau de sensibilité plier require access to extremely sensit		rente?		No Yes
	eur aura-t-il accès à des renseignement			?	No Yes Non Oui
Short Title(s	s) of material / Titre(s) abrégé(s) du mat	ériel :			
Document I	Number / Numéro du document :				
10. a) Personn	RSONNEL (SUPPLIER) / PARTIE B - F nel security screening level required / Ni	veau de contrôle de la sécurite	du personnel requis		
~	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECR	
	TOP SECRET- SIGINT TRES SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET		OP SECRET RES SECRET
	SITE ACCESS		INTO SEGNET		NEO OLONE!
	ACCES AUX EMPLACEMENTS				
	Special comments:				
	Commentaires spéciaux :				
	NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux de			do la cácuritá doit âtro f	oumi
10. b) May uns	screened personnel be used for portion	of the work?	uis, un guide de dassilication	de la securite doit etre i	No Yes
Du pers	onnel sans autorisation sécuritaire peut	il se voir confier des parties d	u travail?		NonOui
	will unscreened personnel be escorted?				No Yes
Dans l'a	iffirmative, le personnel en question ser	a-t-il escorte?			Non Oui
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C -	MESURES DE PROTECTION	(FOURNISSEUR)		
INFORMATI	ON/ASSETS / RENSEIGNEMENT	S / BIENS			
11 a) \//ill the	supplier be required to receive and sto	n DDOTECTED and/or CLAS	SIEIED information or accets o	on its site or	□ No □Ver
premise		e PROTECTED and/or CEAS	SIFIED INIOINIAUON OF ASSESS O	in its site of	Non Cou
Le four	nisşeur sera-t-il tenu de recevoir et d'en	reposer sur place des renseig	nements ou des biens PROTÉ	GÉS et/ou	
CLASS	FIES?				
11. b) Will the	supplier be required to safeguard COM	SEC information or assets?			No Yes
	nisseur sera-t-il tenu de protéger des re		DMSEC?		Non Oui
PRODUCTIO	ON				
11. c) Will the a	production (manufacture, and/or repair an	d/or modification) of PROTECT	ED and/or CLASSIFIED materia	al or equipment	□ No □Yes
occur at	the supplier's site or premises?				No Yes
	allations du fournisseur serviront-elles à la .ASSIFIÉ?	a production (fabrication et/ou re	eparation et/ou modification) de	matériel PROTEGE	
ellou CL	ASSIFIE:				
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUF	PORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION	(TI)	
	supplier be required to use its IT systems	to electronically process, produ	ce or store PROTECTED and/o	r CLASSIFIED	No Ves
	ion or data? isseur sera-t-il tenu d'utiliser ses propres	eretimes informationes constitute	nitar anadujes au stankar álaster	nin annat dan	Non Oui
renseigr	nements ou des données PROTÉGÉS et	ou CLASSIFIÉS?	alter, produire ou stocker electro	oniquement des	
	e be an electronic link between the suppli				No Yes
	ra-t-on d'un lien électronique entre le sys ementale?	ierre miormauque du tour/155et	ur et cerur du ministere ou de l'a	gence	
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	-				Canadä
					Canada

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Government of Canada Gouvernement du Canada

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

ADT O																
ART C - (continue) For users comple site(s) or premise Les utilisateurs que niveaux de sauve For users comple Dans le cas des uses users comple	ting s. ui re gan ting	the mpli de re	form isser equis	manually use at le formulaire aux installatio online (via th	manuelle ons du fou e Internet	ement do rnisseur. ), the sun	ivent utiliser	le tableau réc	apitulatif (	ci-dessous	pou	r indi	ique es to	r, pour chaqu previous que	e catégorie	e, les
dans le tableau re								TABLEAU R								
Category Catégorie		OTÉG			SSIFIED ASSIFIÉ			NATO						COMSEC		
	A	В	С	CONFIDENTIAL	SECRET	Top Secret	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	TOP SECRET		TECTI OTÉGI		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÉS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Blens		~														
Production																
IT Media / Support TI																
IT Link / Lien électronique																
12. a) Is the descrip La description If Yes, classif Dans l'affirma « Classificatio	du t y thi	rava is fo	il vis rm l issif	é par la prése by annotating ier le présent	the top a formulai	S est-elle ind botto re en ind	de nature P m in the are iquant le niv	ROTÉGÉE et a entitled "Se	ou CLAS	lassificati		ée		[	No Non	Yes Oui
12. b) Will the docur La documental	tion	asso	ociée	à la présente	LVERS s	era-t-elle	PROTÉGÉE	et/ou CLASS	IFIÉE?						No Non	Yes Oui
If Yes, classif attachments ( Dans l'affirma « Classificatio des pièces joi	e.g. tive on d	SE( e, cla le sé	CRE	T with Attach ier le présent	ments). formulai	re en ind	iquant le niv	eau de sécu	rité dans	la case in	titulė	ée				

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# ANNEX "D"

# MANDATORY AND POINT RATED CRITERIA

M#	Mandatories	Met	Not Met
M1	The Bidder must clearly demonstrate a minimum ten (10) years of experience, within the last fifteen (15) years, providing global credential checks related to employment, education, professional license and certification.		
M2	The Bidder must clearly demonstrate the ability to provide a secure bilingual online environment (must comply with the standard security clauses – see latest version of the Industrial Security Manual), and be available in both official languages (English and French)		
М3	The Bidder must clearly demonstrate the ability to provide all communication written and oral in both official languages (English and French)		
M4	The Bidder must hold a valid organization security clearance level of Reliability with the ability to handle Protected B material.		
M5	The Bidder's employees who will be involved in this work must have a security clearance level of Reliability.		

R#1	Point Rated Criteria	Max Points	Evaluation Criteria	Notes
R1	The Bidder should demonstrate experience providing credential checks related to employment, education, professional license and certification for C-suite positions (President, Chief Executive Officer, Chairperson of the Board) Please provide name of organization(s) and time period(s) of contract(s).	10 points	Over 10 years cumulative experience – 10 points  Up to 10 years cumulative experience – 5 points  Up to 5 years cumulative experience – 3 points	
R2	The Bidder should demonstrate experience providing credential checks related to employment, education, professional license and certification for positions in medium to large organizations.  Please provide name of organization(s) and time period(s) of contract(s).	10 points	Over 10 years cumulative experience – 10 points  Up to 10 years cumulative experience – 5 points  Up to 5 years cumulative experience – 3 points	
R3	The Bidder should demonstrate experience providing credential checks related to employment, education, professional license and certification for Government of Canada organizations.  Please provide name of organization(s) and time period(s) of contract(s).	5 points	Over 10 years cumulative experience – 5 points  Up to 10 years cumulative experience – 3 points  Up to 5 years cumulative experience – 2 points	

# ANNEX "E"

Signature

Date

NON-DISCLOSURE AGREEMENT
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 Serial No between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services 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 Serial No.: