



RETURN BIDS TO:

Attention: Nick Plettenberg-Dussault
 Department of Finance Canada
 Email only: procurement-appvisionnement@fin.gc.ca

REQUEST FOR PROPOSAL

Proposal To: Department of Finance

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

Instructions : See Herein

This document contains a Security Requirement

Title Financial Sector Legislative Review on the Digitalization of Money	
Solicitation No: FIN-20220497	
Date July 25, 2022	
GETS Reference Number : PW-22-01002377	
GSIN Code(s) R019F: Consulting Services	
Solicitation Closes: at 02 :00 PM EDT (Eastern Daylight Time) on September 6, 2022	
GSIN Code(s) R019F – Consulting Services	
Solicitation Authority: Name: Nick Plettenberg-Dussault Title: Acting Manager of Procurement and Materiel Management Email: procurement-appvisionnement@fin.gc.ca	
Tendering Process: Open Bidding	
Estimated Contract Period: Contract Award Date to September 30, 2024	
Option Period: YES	Number of Option Periods: UP TO 2 ADDITIONAL YEARS
All enquiries regarding this proposal solicitation must be submitted in writing to the Solicitation Authority, <u>no less than ten (10) calendar days prior to the Proposal Closing Date</u> to allow sufficient time for the Department of Finance to provide responses. Enquiries received after that date may not be responded to prior to the Proposal Closing Date.	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	7
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	7
2.7 BID CHALLENGE AND RECOURSE MECHANISMS.....	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	10
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	17
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	18
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	18
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	18
PART 6 - SECURITY REQUIREMENTS.....	21
6.1 SECURITY REQUIREMENTS	21
PART 7 - RESULTING CONTRACT CLAUSES	22
7.1 STATEMENT OF WORK.....	22
7.2 STANDARD CLAUSES AND CONDITIONS.....	24
7.3 SECURITY REQUIREMENTS	24
7.4 TERM OF CONTRACT	28
7.5 AUTHORITIES	28
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	29
7.7 PAYMENT	29
7.8 INVOICING INSTRUCTIONS	31
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	31
7.10 APPLICABLE LAWS.....	31
7.11 PRIORITY OF DOCUMENTS	32
7.12 NON-DISCLOSURE AGREEMENT.....	32
7.13 DISPUTE RESOLUTION.....	32
ANNEX “A” STATEMENT OF WORK.....	33
ANNEX “B” BASIS OF PAYMENT	37
ANNEX “C” - SECURITY REQUIREMENTS CHECK LIST.....	38
ANNEX “D” NON-DISCLOSURE AGREEMENT.....	41
ANNEX "E" TASK AUTHORIZATION FORM	43

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 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.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Task Authorization Form, and the Non-Disclosure Agreement.

1.2 Summary

A safe and secure financial system is a cornerstone of our economy. However, the digitalization of money, assets, and financial services creates a number of challenges that need to be addressed. Budget 2022 announced that the Government is launching the first phase of a financial sector legislative review that will look at the stability and security of the digitalization of money, including cryptocurrencies, stablecoins, and central bank digital currencies (CBDCs).

Key objectives of the review with respect to the digitalization of money include:

- Mitigating risks to the security of the financial system posed by digital assets.
- Maintaining Canadian sovereignty over Canada's financial sector and economy.
- Ensuring market confidence by maintaining alignment with the financial sector policy principles of stability, integrity, efficiency, and utility, and addressing risks related to new financial products and services.
- Ensuring consumers and investors benefit from an accessible, inclusive and effective framework, and are supported, empowered and adequately protected when dealing with products and services.
- Providing regulatory clarity to businesses and ensure a level playing field.
- Minimizing opportunities for regulatory arbitrage within Canada and with other major international jurisdictions.

- 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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website

1.2.2 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.2.3 Bids must be submitted in electronic format only to the **Department of Finance** at the email address specified below by the date and time indicated on page 1 of the bid solicitation:

procurement-provisionnement@fin.gc.ca

Canada requests that Bidders submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Solicitation Authority at least five (5) calendar days prior to the solicitation closing date to discuss alternatives.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) 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: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted in electronic format only to the **Department of Finance** email address specified below by the date and time indicated on page 1 of the bid solicitation:

procurement-appvisionnement@fin.gc.ca

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Solicitation Authority at least five (5) business days prior to the closing date to discuss alternatives.

2.3 Former Public Servant

SACC Manual clause (2020-05-04) [A3025T](#) Former Public Servant - Competitive Bid

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 **Solicitation 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 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.

2.6 Improvement of Requirement During Solicitation Period

SACC Manual clause (2007-05-25) [A9076T](#) 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 (5) calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid: one (1) soft copy on PDF

Section II: Financial Bid: one (1) soft copy on PDF

Section III: Certifications one (1) soft copy on PDF

Section IV: Additional Information one (1) soft copy on PDF

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below.

3.1.2 Electronic Payment of Invoices

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

Direct Deposit (Domestic and International);

Electronic Data Interchange (EDI);

Wire Transfer (International Only);

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

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

Section IV: Additional Information

3.1.5 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.1.5.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

- 3.1.5.2 The Company Security Officer must ensure through the Contract Security Program that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**4.1 Evaluation Procedures**

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

4.1.1 Technical Evaluation**4.1.1.1 Mandatory Technical Criteria**

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
MT1	<p>The Bidder must demonstrate knowledge of financial institutions framework by showing that it has completed a minimum of two (2) projects, each with a duration of at least six months, within the last five (5) years which explored issues related to financial sector regulatory and/or legislative analysis, for a client located in an <u>Organisation for Economic Co-operation and Development (OECD) country</u>.</p> <p>This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact. For all reference projects submitted, the Bidder must provide:</p> <p>a) Name, phone number and email address of client; b) Name of the project c) Start and end date of the project; d) The sector covered by the project; e) The industry of the client; f) the key deliverables of the project and a clear description of the work performed; Not explaining and detailing the nature and content of the work will result in rejection of the bid.</p> <p>*Note: Projects referenced in other mandatory criteria may also be used for this criterion.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MT2	<p>The Bidder must demonstrate that it has completed a minimum of three (3) projects, each with a duration of at least six months, within the last five (5) years, for a client located in an <u>OECD country</u>, which explored issues related to digital-assets or digital currencies, and could include blockchain or distributed ledger technology,</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

	<p>and/or decentralized finance as defined in the Statement of Work.</p> <p>This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact. For all reference projects submitted, the Bidder must provide:</p> <p>a) Name, phone number and email address of client;</p> <p>b) Name of the project and a clear description of the work performed;</p> <p>c) Start and end date of the project;</p> <p>d) The sector covered by the project;</p> <p>e) The industry of the client;</p> <p>f) the key deliverables of the project and a clear description of the work performed;</p> <p>Not explaining and detailing the nature and content of the work will result in rejection of the bid.</p> <p>*Note: Projects referenced in other mandatory criteria may also be used for this criterion.</p>		
MT3	<p>The Bidder must demonstrate that it has completed a minimum of one (1) project, with a duration of at least six months, within the last five (5) years, for clients located in OECD countries, which explored issues related to stablecoins as defined in the Statement of Work. This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact.</p> <p>For all reference projects submitted, the Bidder must provide:</p> <p>a) Name, phone number and email address of client;</p> <p>b) Name of the project and a clear description of the work performed;</p> <p>c) Start and end date of the project;</p> <p>d) The sector covered by the project;</p> <p>e) The industry of the client;</p> <p>f) the key deliverables of the project and a clear description of the work performed.</p> <p>Not explaining and detailing the nature and content of the work will result in rejection of the bid.</p> <p>*Note: This project cannot be used in MT4 or MT5</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MT4	<p>The Bidder must demonstrate that it has completed a minimum of one (1) project, with a duration of at least six months, within the last five (5) years, for a client located in an OECD country,</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

	<p>which explored issues related to central bank digital currencies as defined in the Statement of Work. This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact. For all reference projects submitted, the Bidder must provide:</p> <ul style="list-style-type: none"> a) Name, phone number and email address of client; b) Name of the project and a clear description of the work performed; c) Start and end date of the project; d) The sector covered by the project; e) The industry of the client; f) the key deliverables of the project and a clear description of the work performed. <p>Not explaining and detailing the nature and content of the work will result in rejection of the bid.</p> <p>*Note: This project cannot be used in MT3 or MT5.</p>		
<p>MT5</p>	<p>The Bidder must demonstrate that it has completed a minimum of one (1) project, with a duration of at least six months, within the last five (5) years, for a client located in an <u>(OECD) country</u>, which explored issues related to international policy and regulatory trends for digital assets as defined in the Statement of Work. This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact. For all reference projects submitted, the Bidder must provide:</p> <ul style="list-style-type: none"> a) Name, phone number and email address of client; b) Name of the project and a clear description of the work performed; c) Start and end date of the project; d) The sector covered by the project; e) The industry of the client; f) the key deliverables of the project and a clear description of the work performed. <p>Not explaining and detailing the nature and content of the work will result in rejection of the bid.</p> <p>*Note: This project cannot be used in either MT3 or MT4.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

MT6	<p>The Bidder must demonstrate that it proposed project team has a minimum of three resources: one (1) partner level, one (1) intermediate level and one (1) junior level. The partner level must have at least 5 years of relevant experience, the intermediate level must have at least 2 years of relevant experience, and the junior level must have at least 1 year of relevant experience in respect of financial regulations and/or digital currencies.</p> <p>Not explaining and detailing the nature and content of the work will result in rejection of the bid.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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4.1.1.2 Point Rated Technical Criteria

A total maximum of 95 rated points are available. In order for a Bidder to be considered compliant, a minimum of 67 points (70%) must be achieved. A minimum score of 60% is required for each rated criteria.

Item	Rated Requirement	Maximum Points Available	Reference to Bidder's Proposal
RT1	<p>Collectively, within the last (5) years, the Bidder's proposed resource(s) should demonstrate experience in conducting analysis/providing advice through projects, for clients located in <u>OECD countries</u>, with a duration of at least six months, in the financial services sector related to international policy and regulatory trends regarding digital assets, digital currencies and/or digitalization of money.</p> <p>This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact.</p> <p>For all reference projects submitted, the Bidder must provide:</p> <ul style="list-style-type: none"> a) Name, phone number and email address of client; b) Name of the project and a clear description of the work performed; c) Start and end date of the project; d) The sector covered by the project; e) The industry of the client; f) the key deliverables of the project and a clear description of the work performed. <p>Points scoring: Five (5) points for each project up to a maximum of 25 points.</p>	<p>Total Points available: 25 Points Minimum score required: 15 points Points scoring scale: 5 points per project</p>	

<p>RT2</p>	<p>Collectively, within the last five (5) years, the Bidder's proposed resource(s) should demonstrate knowledge of financial sector framework by showing that they have completed projects, with a duration of at least six months, for clients located in <u>OECD countries</u>, which explored issues related to financial sector regulation and/or legislation on at least one of the following: financial stability, consumer protection, illicit finance, privacy, and competition.</p> <p>This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact. For all reference projects submitted, the Bidder must provide:</p> <ul style="list-style-type: none"> a) Name, phone number and email address of client; b) Name of the project and a clear description of the work performed; c) Start and end date of the project; d) The sector covered by the project; e) The industry of the client; f) the key deliverables of the project and a clear description of the work performed. <p>*Note: Projects referenced in other rated requirements may also be used for this criterion.</p> <p>Points scoring: Five (5) points for each project up to a maximum of 25 points.</p>	<p>Total Points available: 25 Points Minimum score required: 15 points Points scoring scale: 5 points per project</p>	
<p>RT3</p>	<p>Collectively, within the last (5) years, the Bidder's proposed resource(s) should demonstrate experience in conducting analysis/providing advice through a project(s), for clients located in <u>OECD countries</u>, with a duration of at least six months, in the financial services sector related to crypto-assets or digital currencies, including blockchain or distributed ledger, and/or decentralized finance, demonstrating knowledge of technological developments within the crypto space on at least one of the following issues: financial stability, consumer protection, illicit finance, and cyber crime.</p> <p>This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact. For all reference projects submitted, the Bidder must provide:</p> <ul style="list-style-type: none"> a) Name, phone number and email address of client; b) Name of the project and a clear description of the work performed; c) Start and end date of the project; d) The sector covered by the project; e) The industry of the client; 	<p>Total Points available: 15 Points Minimum score required: 9 points Points scoring scale: 3 points per project</p>	

	<p>f) the key deliverables of the project and a clear description of the work performed.</p> <p>Points scoring:</p> <p>Three (3) points for each project up to a maximum of 15 points.</p> <p>*Note: Projects referenced in other rated criteria may also be used for this criterion.</p>		
RT4	<p>Collectively, within the last (5) years, the Bidder's proposed resource(s) should demonstrate experience in conducting analysis/providing advice through projects, for clients located in <u>OECD countries</u>, with a duration of at least six months, in the financial services sector related to stablecoins (i.e., asset backed crypto currencies), demonstrating knowledge of developments within the sector on at least one of the following issues: monetary sovereignty, competition, illicit finance and cybercrime.</p> <p>This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact.</p> <p>For all reference projects submitted, the Bidder must provide:</p> <p>a) Name, phone number and email address of client;</p> <p>b) Name of the project and a clear description of the work performed;</p> <p>c) Start and end date of the project;</p> <p>d) The sector covered by the project;</p> <p>e) The industry of the client;</p> <p>f) the key deliverables of the project and a clear description of the work performed.</p> <p>Points scoring:</p> <p>Three (3) points for each project up to a maximum of 15 points.</p> <p>*Note: Projects referenced in this criterion must be different to those provided in other rated criteria.</p>	<p>Total Points available: 15 Points</p> <p>Minimum score required: 9 points</p> <p>Points scoring scale: 3 points per project</p>	
RT5	<p>Collectively, within the last (5) years, the Bidder's proposed resource(s) should demonstrate experience in conducting analysis/providing advice through projects, for clients located in <u>OECD countries</u>, with a duration of at least six months, in the financial services sector related to central bank digital currencies, demonstrating knowledge of risks on at least one of the following issues: security, financial stability, payment system, privacy, interoperability, competition, consumer protection.</p> <p>This experience must be clearly identified by providing a summary description of the project along with the roles and responsibilities, associated project timeline, name of the organization and a reference or point of contact.</p> <p>For all reference projects submitted, the Bidder must provide:</p> <p>a) Name, phone number and email address of client;</p>	<p>Total Points available: 15 Points</p> <p>Minimum score required: 9 points</p> <p>Points scoring scale: 3 points per project</p>	

	b) Name of the project and a clear description of the work performed; c) Start and end date of the project; If the Bidder is unable to provide the information in a) and b) due to confidentiality issues, the Bidder must provide: d) The sector covered by the project; e) The industry of the client; f) the key deliverables of the project and a clear description of the work performed. Points scoring: Three (3) points for each project up to a maximum of 15 points. *Note: Projects referenced in this criterion must be different to those provided in other rated criteria.		
	Total Points Available	95 points	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
MF1	<p>The Bidder must provide firm hourly rates for all proposed resources, as outlined in the table below. As the exact amount of work is unknown at this time, Bidders must only submit hourly rates for all proposed resources. Determining a level of effort is not required, and will not affect the basis of selection.</p> <p>The Bidder must certify that the proposed rates:</p> <ol style="list-style-type: none"> are not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality of the services; and does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services like quality. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Bidder Resource Name and Title	Year 1 Firm Hourly Rate For period until September 30, 2023	Year 2 Firm Hourly Rate October 1, 2023 to September 30, 2024	Year 3 (option) Firm Hourly Rate October 1, 2024 to September 30, 2025	Year 4 (option) Firm Hourly Rate October 1, 2025 to September 30, 2026

4.2 Basis of Selection

Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 67 points overall for the technical evaluation criteria which are subject to point rating, with each individual criterion requiring a pass mark of 60% of available points. The rating is performed on a scale of 95 points.

2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points, and having met the minimum pass mark of each individual criterion, will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

3. The maximum funding available for the Contract resulting from the bid solicitation is **\$1,000,000 Canadian Dollars** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide 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 [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour's) 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.

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.

The Bidder must provide the Contracting Authority with a completed annex titled 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.

5.2.2.1 Federal Contractors Program for Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

- () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) 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. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

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 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 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.
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.
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) 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"**.

7.1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire services described in the **Statement of Work at Annex "A"** 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.

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

7.1.2 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process:

1. The *Project Authority* will provide the Contractor with a description of the task using the "**Task Authorization**" form specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the *Project Authority* within **five (5)** business days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the **Contracting Authority** has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

Any task authorization must be authorized by the **Contracting Authority** before issuance.

7.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10 percent of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.2.5 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$1,000,000**. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

7.1.2.6 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4006](#) (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Domestic Clauses

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding and Production Capabilities at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets, or sensitive site(s) **must be citizens of Canada, The United States Of America, New Zealand, United Kingdom and Australia and EACH** hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror **MUST NOT** utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
5. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex C;
 - (b) *Contract Security Manual* (Latest Edition)

SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor compliance with the security requirements for foreign suppliers.

The following security requirements apply to the foreign recipient Contractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

1. Such CANADA PROTECTED information/assets must be released only to foreign recipient Contractor from a Five Eyes Alliance (Australia, Canada, New Zealand, United Kingdom and the United States of America).
2. The Foreign recipient Contractor must, at all times during the performance of the contract, hold an equivalence to Reliability issued by the Canadian DSA as follows:
 - i. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - ii. The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and

authorization for services to be performed.

iii. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

iv. The Foreign recipient Contractor must not grant access to CANADA PROTECTED A and B information/assets, except to its personnel subject to the following conditions:

- a. Personnel have a need-to-know for the performance of the contract;
- b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
- c. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
- d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Contractor for cause.

3. CANADA PROTECTED information/assets provided or generated pursuant to this contract must not be further provided to a third party Foreign recipient Subcontractor unless:

- a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
- b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.

4. The Foreign recipient Contractor MUST NOT remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Contractor must ensure that its personnel are made aware of and comply with this restriction.

5. The Foreign recipient Contractor must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.

6. The Foreign recipient Contractor must, at all times during the performance of the contract hold an equivalence to an approved Document Safeguarding Capability (DSC) at the level of CANADA PROTECTED B.

All CANADA PROTECTED information/assets, furnished to the foreign recipient Contractor or produced by the foreign recipient Contractor, must also be safeguarded as follows:

7. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets pursuant to this contract has been compromised.

8. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the foreign recipient Contractor, pursuant to this contract, have been lost or disclosed to unauthorized persons.

9. The Foreign recipient Contractor must not disclose CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.

10. The Foreign recipient Contractor must provide the CANADA PROTECTED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.

11. The Foreign recipient Contractor must, at all times during the performance of this contract, ensure the transfer of CANADA PROTECTED information/assets be facilitated through the Canadian DSA.

12. Upon completion of the Work, the foreign recipient Contractor must return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this contract, including all CANADA PROTECTED information/assets released to and/or produced by its subcontractors.

13. The foreign recipient Contractor requiring access to CANADA PROTECTED A and B information/assets, under this contract, must submit a Request for Site Access to the Chief Security Officer of the Department of Finance Canada.

14. The Foreign recipient Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED A and B information/assets until authorization to do so has been confirmed by the Canadian DSA. See Annex __ for security measures required for the treatment and access to CANADA PROTECTED A and B information/assets.

15. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.

16. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.

17. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.

18. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex C.

19. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

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

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

7.3.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from **date of contract award to September 30, 2024** 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 two (2) additional years** 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:

Title:

Department of Finance

Address: 90 Elgin Street Ottawa, Ontario K1A 0G5

E-mail address:

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

7.5.2 Technical/Project Authority

The Technical/Project Authority for the Contract is:

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

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

In its absence, the Technical/Project Authority is:

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

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

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

7.5.3 Contractor's Representative

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

SACC Manual clause [A3025C](#) (2020-05-04) 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

SACC Manual clause [C0204C](#) (2017-08-17) Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the **Basis of Payment at Annex B**.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are excluded, and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

SACC Manual clause [C9010C](#) (2013-04-25) Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$1,000,000**. Customs duties are excluded, and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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 Terms of Payment - Monthly Payment

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

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.

7.7.4 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)

7.7.5 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12)

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 Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

SACC Manual clause [H5001C](#) (2008-12-12)

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.
2. 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.

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.

7.9.2 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 Employment and Social Development Canada (ESDC)-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 ESDC will constitute the Contractor in default as per the terms 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 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 [4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2035 \(2022-05-12\)](#), 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, Non-Disclosure Agreement;
- (h) Signed Task Authorization Forms;
- (i) the Contractor's bid dated _____, as clarified on _____, as amended on _____"

7.12 Non-disclosure Agreement

SACC Manual clause [A9126C](#) (2010-08-16)

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.

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX “A” STATEMENT OF WORK

Financial Sector Legislative Review on the Digitalization of Money

1.0 Objectives

A safe and secure financial system is a cornerstone of our economy. However, the digitalization of money, assets, and financial services creates a number of challenges that need to be addressed. Budget 2022 announced that the Government is launching the first phase of a financial sector legislative review that will look at the stability and security of the digitalization of money, including cryptocurrencies, stablecoins, and central bank digital currencies (CBDCs).

Key objectives of the review with respect to the digitalization of money include:

- Mitigating risks to the security of the financial system posed by digital assets.
- Maintaining Canadian sovereignty over Canada’s financial sector and economy.
- Ensuring market confidence by maintaining alignment with the financial sector policy principles of stability, integrity, efficiency, and utility, and addressing risks related to new financial products and services.
- Ensuring consumers and investors benefit from an accessible, inclusive and effective framework, and are supported, empowered and adequately protected when dealing with products and services.
- Providing regulatory clarity to businesses and ensure a level playing field.
- Minimizing opportunities for regulatory arbitrage within Canada and with other major international jurisdictions.

2.0 Background

The digitalization of money, assets, and financial services—which is transforming financial systems and challenging democratic institutions around the world—creates a number of challenges that need to be addressed. In the last several months, there have been a number of high profile examples, both around the world and here in Canada – where digital assets and cryptocurrencies have been used to avoid global sanctions, evade government oversight, and fund illegal activities.

Digital assets, including stablecoins, are of particular concern, raising broader risks such as: risks to monetary sovereignty and the ability to conduct monetary policy, competition risks if economic power becomes concentrated in issuers, environmental risks due to power consumption, and illicit finance risks including sanctions circumvention, money laundering, cybercrime and tax evasion. There is increasing concern that as the adoption of cryptocurrencies continues to grow, risks related to these assets become systemically important.

With a view to gaining a strong understanding of the risks to the security and the integrity of the financial system posed, as well as potential legislative and regulatory responses required to mitigate these risks, Budget 2022 announced the Government’s intent to launch a financial sector legislative review focused on the digitalization of money and maintaining financial sector stability and security. The first phase of the review will be directed at digital currencies, including cryptocurrencies, stablecoins, and CBDCs. The review will examine, among other factors: how to adapt the financial sector regulatory framework and toolbox to manage new digitalization risks; how to maintain the security and stability of the financial system in light of these evolving business models and technological capabilities; and the potential need for a CBDC in Canada.

This initiative is in line with the actions of multiple other international jurisdictions, including the U.S, UK, and EU, which are all taking steps to regulate crypto-assets, and researching whether introducing a

CBDC is a viable policy response to risks posed by widespread private cryptocurrency usage. The initiative would also help to ensure that Canada meets regulatory standards set by international bodies, such as the Financial Stability Board, for crypto-assets.

3.0 Scope of Work and Tasks

3.1 Activities

The Contractor would undertake work to inform the Department's review of digital assets. Examples of work could include:

- Providing strategic advice and undertaking research that contribute to the review, focusing on areas mutually agreed to by the Department, including advice on the scope of the Department's work and alignment with measures taken in other key jurisdictions;
- Providing advice that could inform policy options developed as part of the review, including how different policy interventions would impact the Canadian financial system, consumers, and economic growth.
- Providing technical advice on emerging technology, market dynamics and business models underpinning various forms of digital assets and decentralized finance applications.
- Providing strategic advice on engagement and communications.
- Preparing presentations for senior government officials on the digitalization of money issues.

The Contractor will be supported by the Project Authority and other officials working with the Project Authority who will provide information and feedback, organize meetings and liaise with senior officials.

Deliverables, including key milestones, will be agreed upon between the Contractor and the Project Authority on an as needed basis. All deliverables will be related to the services outlined above.

The agreement will take the form of task authorizations (TAs). A contract with TAs is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions. Under contracts with TAs, the work to be carried out can be defined but the exact nature and timeframes of the required services, activities and deliverables will only be known as and when the service(s) will be required during the period of the contract.

Although the exact nature of each TA will vary, the Contractor could be expected to, within timelines specified by the Project Authority:

- 1) Prepare a series of deliverables (e.g. reports, data, decks, legislative analysis);
- 2) Undertake analysis or research to inform the deliverables;
- 3) Address comments and feedback received from Department officials on the deliverables, and revise them as necessary;
- 4) Attend regular meetings with Departmental officials or other government officials as determined by the Department. Virtual or in person attendance would be determined at the time when a TA is agreed upon; and,
- 5) Provide a formal summary briefing on the set of agreed upon deliverables.

3.2 Skills and Knowledge Required

In carrying out the tasks, the Contractor may require the following skills and knowledge:

- *Financial Sector in Canada and Internationally* – The Contractor will be required to have a deep understanding and experience in public policy issues in the financial sector in Canada and internationally.
- *Unbacked digital-assets* - The Contractor will be required to have knowledge of unbacked crypto-assets, which are crypto-assets that are not tied to any underlying value (e.g., Bitcoin, Ethereum).

The Contractor must be able to demonstrate knowledge of technological developments within the crypto space and issues such as financial stability, economic impacts, consumer protection, and illicit finance risks, such as money laundering or cybercrime.

- *Stablecoins* - The Contractor will be required to have knowledge of stablecoins, which are crypto-assets that derive their value from an underlying asset and pegged to other currencies or commodities. The Contractor must be able to demonstrate knowledge of developments within the sector and issues such as risks to monetary sovereignty and the ability to conduct monetary policy, competition risks, and illicit finance risks including sanctions circumvention, money laundering, and cybercrime.
- *Central bank digital currencies* – The Contractor will be required to have knowledge of CBDCs. The Contractor must be able to demonstrate knowledge of geopolitical considerations, and potential impacts on the economy, the payment system, consumers and the financial system.
- *Decentralized finance* - The Contractor will be required to have knowledge of decentralized finance (DeFi), which are financial services that leverage crypto-assets and limit the use of financial intermediaries. The Contractor must be able to demonstrate knowledge of technological developments within DeFi and potential regulatory considerations to address risks related to DeFi.
- *International benchmarking* – The Contractor will be required to have strong knowledge of key international policy and regulatory trends related to CBDCs, stablecoins, unbacked digital assets and DeFi.
- *Financial sector regulatory framework* – The Contractor will be required to have subject matter knowledge of the financial sector framework of Canada or an [OECD country](#) in areas such as:
 - Prudential regulations
 - Financial stability;
 - Consumer protection;
 - Privacy;
 - Monetary sovereignty;
 - Competition;
 - Financial legislation and regulation;
 - Financial crimes;
- *Communication skills* - The Contractor will be required to have oral and written communication skills necessary to brief and advise senior Department officials.

4.0 Language of Work

The Contractor must provide the services required in English. The written materials to be delivered in English only.

5.0 Location of Work

Most work will be completed off site at the Contractor's premises. The Contractor's resources will have access to Finance Canada premises (90 Elgin Street Ottawa, Ontario) for the purpose of attending meetings in-person. Canada will provide IT equipment to the Contractor in order to transmit information up to the Protected B level.

6.0 Travel and Living Requirements

Although most work is expected to be completed remotely, the Contractor may be required to occasionally travel to Ottawa, Ontario to participate in in-person meetings with government officials.

Any travel would be dependent on local health advisories or restrictions.

Travel and living expenses must be charged in accordance with the [National Joint Council's Travel Directive](#), without any allowance for overhead or profit.

7.0 Commercial Sensitivity and Use of Information

The Department understands that the Contractor may be providing commercially sensitive information in the context of this project. The Department will work with the Contractor to ensure the protection of such sensitive information.

The Department is expected to share summaries of material produced from the contract in the context of this project with other federal and provincial government entities, including members of Cabinet, employees and agents of government departments/agencies and Crown corporations, as well as any contractors, representatives or advisors retained by any portion thereof. For example, the Department regularly consults with the financial sector agencies (the Office of the Superintendent of Financial Institutions, Bank of Canada, Canadian Deposit Insurance Corporation, Financial Consumer Agency of Canada), with policy partners (e.g. Public Safety Canada), and with provincial financial regulators and Ministries of Finance.

In addition, the Department may wish to share summaries of material with key stakeholders and in other public venues, including but not limited to potential consultation papers.

To this end, the Contractor must provide an example of Information Release form or other agreements that would allow for the scope of information sharing outlined in this section. Please note that the Department will consult with the Contractor and obtain permission prior to sharing any material.

ANNEX “B” BASIS OF PAYMENT

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

Contractor Resource Name	Year 1 Firm Hourly Rate Date of contract award to September 30, 2023	Year 2 Firm Hourly Rate October 1, 2023 to September 30, 2024	Year 3 (option) Firm Hourly Rate October 1, 2024 to September 30, 2025	Year 4 (option) Firm Hourly Rate October 1, 2025 to September 30, 2026

ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat FIN-20220497
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Department of Finance Canada	2. Branch or Directorate / Direction générale ou Direction Financial Sector Policy Branch
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 Finance Canada requires the services of an external expert to support the Department's financial sector legislative review, the first phase of which will focus on the digitalization of assets. The expert would provide advice to the Department to support the development of policy options.		
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 checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
		Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input 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 checked="" type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays : Five Eyes Alliance between the Intelligence agencies of Australia, Canada, New Zealand, the UK, and the US.	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 checked="" 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) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification/Classification de sécurité
UNCLASSIFIED





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

FIN-20220497

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
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?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
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 EMBLEMES | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
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?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes
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?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes
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?
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? No Yes
Non Oui

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

TBS/SCT 350-103(2004/12)

Security Classification/Classification de sécurité
UNCLASSIFIED

Canada



Contract Number / Numéro du contrat FIN-20220497
Security Classification / Classification de sécurité UNCLASSIFIED

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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET	
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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX "D" 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 No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of the Department of Finance Canada 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.: _____

Date

Contractor Name

ANNEX "E" – TASK AUTHORIZATION FORM

Clear Data - Effacer les données

Instructions - Page 1

Instructions - Page 2



Department of Finance Canada / Ministère des Finances Canada

Task Authorization
Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

PWGSC - TPSGC 572 (2014-04)

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2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante atteste (nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

Contracting Authority - Autorité contractante

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date