

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Director Services Contracting 4 (D Svcs C 4) Attention: Ashley Ratnam, 4-2-3 By e-mail to: <u>DSvcsC4Contracting-</u> <u>DCSvcs4Contrats@forces.gc.ca</u>

Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached

hereto, the goods and services listed herein and on any

attached sheets at the price(s) set out therefore.

Proposition à: Défense nationale Canada

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

Comments – Commentaires

THIS DOCUMENT CONTAINS SECURITY REQUIREMENTS.

CE DOCUMENT CONTIENT EXIGENCE EN MATIÈRE DE SÉCURITÉ.

Solicitation Closes –	
L'invitation prend fin	

At: – à:

2:00 PM Eastern Standard Time (EST)

On: - le :

22 February 2023

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

Title – Titre	Solicitation No. – N° de l'invitation
Consumer Credit Information	W6369-20-X054
and Credit Reports	
Date of Solicitation – Date de l'invitation	on
12 January 2023	
Address Enguiries to Adresser tout	a quastiana às
Address Enquiries to: – Adresser tout	es questions a.
by e-mail to ashley.ratnam@force	es.gc.ca
,	
- 1 1 10 10 10 10 10	
Telephone No. – N° de téléphone	FAX No. – N° de fax
Destination	
Destination National Defence Headquarters	1
National Defence Headquarters	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

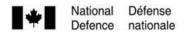
Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison socia	le et adresse du fournisseur
Name and title of person authorized to sign	on behalf of vendor (type or print)
Nom et titre de la personne autorisée à sign d'imprimerie)	
Name – Nom	Title – Titre
Signature	Date





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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

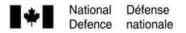
The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defence has a professional services requirement for the provision of consumer credit information and credit reports. The period of the requirement is for two (2) years, plus three (3) option periods of one (1) year.
- 1.2.2 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 <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

a) Section 02, Procurement Business Number is deleted in its entirety.

b) Section 05, **Submission of Bids** – Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

(d) send its bid only to Department of National Defence (DND) organization receiving the bids as specified on page 1 of the bid solicitation.

- c) Section 05, **Submission of Bids** Subsection 3 is deleted.
- d) Section 05, **Submission of Bids** Subsection 4 is amended as follows:

Delete: sixty (60) days Insert: one hundred and eighty (180) days

- e) Section 06, Late Bids is deleted in its entirety.
- f) Section 07, **Delayed Bids** is deleted and replaced by:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

- g) Section 08, **Transmission by Fax** para (1) is deleted in its entirety.
- h) Section 20, Further Information is deleted in its entirety.

2.2 Submission of Bids

Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.

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

2.2.1 Electronic Submissions

A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or



National Défense Defence nationale

firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

2.3 Former Public Servant

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

2.3.1 Definitions

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

2.3.2 Former Public Servant in Receipt of a Pension

A. As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes() No()



- B. If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:
 - (i) Name of former public servant; and
 - (ii) Date of termination of employment or retirement from the Public Service.
- C. By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice:</u> <u>2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

2.3.3 Work Force Adjustment Directive

A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes() No()

- B. 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; and
 - g. Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

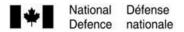
2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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

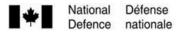
Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



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 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" 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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid: one (1) soft copy submitted by e-mail;

Section II: Financial Bid: one (1) soft copy submitted by e-mail;

Section III, Certifications Not Included in the Technical Bid: one (1) soft copy submitted by e-mail.

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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 Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

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

3.1.3 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

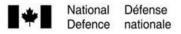


Section III: Certifications

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

3.2 Electronic Submissions

- A. Unless specified otherwise in the bid solicitation or otherwise directed by the Contracting Authority, bids must be received by the Contracting Authority by electronic mail by the date and time indicated on page 1 of the bid solicitation.
- B. Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Technical and financial documents received after the closing date and time will not be accepted.



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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

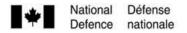
4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

#	MANDATORY TECHNICAL CRITERION (MT)	BID PREPARATION INSTRUCTIONS
MT1	The Bidder must conduct credit checks on a minimum of two (2) credit databases in order to provide a Consumer Credit Report. The Consumer Credit Report is to be utilized in the security screening process for the Canadian Armed Forces (CAF) and Department of National Defence (DND). The report must include the consumer information as outlined in Annex "A", Statement of Work Section 14.	The Bidder must provide the names of the databases that will be used in support of this requirement.
MT2	The Bidder must clearly demonstrate that it holds a valid Canadian provincial credit reporting license.	The Bidder must provide a copy of the license or other verifiable proof.
MT3	The Bidder must demonstrate that it can provide DND with direct access to a national credit bureau database that will permit DND staff to submit credit check requests from a DND location.	The Bidder must provide an explanation, including its approach and limitations, if applicable, on how it will provide DND with direct access.
MT4	The Bidder must clearly demonstrate that they have a minimum of two (2) years' experience within the last ten (10) years providing a minimum of two (2) clients with credit check services from date of bid closing. These clients must have required a minimum of 200 requests per day.	The Bidder should provide details for each client reference, including number of average requests per day.
MT5	The Bidder must clearly demonstrate that they have the capability to complete a minimum of 4500 requests per month over the last two (2) years within the last ten (10) years, from date of bid closing, in addition to the average response time providing the reports.	The Bidder must provide details for each client reference, including number of average requests per day.

4.1.2 Financial Evaluation

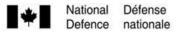
- 4.1.2.1 Vendors must submit pricing in accordance with the Basis of Payment, Annex "B", as firm allinclusive rates for all pricing requirements or their offer will be considered non-responsive and will be given no further consideration.
- 4.1.2.2 The responsive offer offering the lowest total evaluated price will be recommended for award of a Contract.



4.2 Basis of Selection – Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

- **4.2.1** In the event two or more responsive bids have the same lowest evaluated price, the proposal with the most years of experience for **MT4** will be recommended for award of a contract.
- **4.2.2** In the event two or more responsive bids have the same amount of experience, the proposal that can demonstrate the ability to service the highest volume of requests for **MT5** will be awarded the contract.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

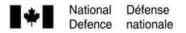
Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.



PART 6 - SECURITY, FINANCIAL AND OTHER 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;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

<u>2035</u> (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

<u>4007</u> (2022-12-01), Canada 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.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W6369-20-X054

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of **PROTECTED B**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

2. The Contractor personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.

3. The Contractor 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 must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable);



(b) *Contract Security Manual* (Latest Edition)

7.4 Term of Contract

7.4.1 The period of the Contract is from the date of Contract Award to two (2) years later (to be specified in the resulting contract).

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 one (1) additional one-year period 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 (to be specified in the resulting contract)

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: ______ Title: _____ Department of National Defence ADM(Mat) / DG Proc Svcs / D Svcs C 4 Address: _____

Telephone:	
Facsimile:	
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 Authority

The Technical Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	

Telephone: ____-___ E-mail address: _____

The Technical 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 Technical Authority; however, the



Technical 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

The Contractor's Representative for the Contract is:

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

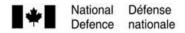
7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$______ (to be specified in the resulting contract). Customs and duties are *included* and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be specified in the resulting contract). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.



3. 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 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.

7.8 Invoicing Instructions

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

Each invoice must be supported by:

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

Invoices must be distributed as follows:

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

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 **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 4007 (2010-08-16), Canada 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;
- (k) the Contractor's bid dated _____ (to be specified in the resulting contract), as clarified on ____ and as amended on _____ (to be specified in the resulting contract, if applicable)

7.12 Defence Contract

SACC Manual clause A9006C (2012-07-16)) Defence Contract

7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor); if applicable

OR

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor); if applicable

7.14 Insurance

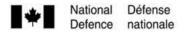
The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.15 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 "<u>Dispute Resolution</u>".

7.16 Office of the Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX "A" - STATEMENT OF WORK

1.0 TITLE

Consumer Credit Information/Verification for the Director Personnel Security and Identity Management (DPSIM)

2.0 REQUIREMENT

The Personnel Security Screening Office (PSSO), on behalf of the Director Personnel Security and Identity Management (DPSIM), requires the ability to check the credit history of new staff, current staff and persons associated with the Canadian Armed Forces (CAF) and the Department of National Defence (DND) as part of the security screening process. This is mandated by the Treasury Board Secretariat (TBS) Standard on Security Screening dated October 20, 2014. In order to achieve this, DPSIM requires access to consumer credit information.

3.0 BACKGROUND

PSSO is responsible for conducting personnel security screening for the Canadian Armed Forces members and all employees working for the Department of National Defence. Consumer credit information from a credit report is used to determine whether an individual might be subject to financial pressures that could affect the trustworthiness of that individual in relation to the duties to be performed. A credit report is a record of an individual's financial information including debt and payment history that will contain information on late and outstanding payments, and bankruptcy. Over the past few years a range of between 32,000 and 40,000 credit requests have been processed annually. It is the intent of this contact to accommodate an augmentation of these numbers in order to add increased scrutiny, through a supplemental mid-term credit check, to the security screening process.

4.0 ACRONYMS

CAF	Canadian Armed Forces
DND	Department of National Defence
DPSIM	Director Personnel Security and Identity Management
PSSO	Personnel Security Screening Office
TBS	Treasury Board Secretariat

5.0 OBJECTIVE

The objective of this requirement is the provision of credit checks and reports, as requested by PSSO staff for both bulk and individual requests.

6.0 SCOPE

The Contractor must provide a method by which PSSO can request that credit reports be obtained. Credit check requests will be submitted directly by PSSO staff along with all information required to conduct checks on the individual. It will be the responsibility of DND to ensure the individual gives consent to having their credit history checked.

7.0 TASKS

7.1 The Contractor must:

a. comply with all relevant Federal and Provincial statues for credit reporting legislation and privacy legislation;



- b. maintain a business continuity plan that ensures its ability to continuously provide service during adverse situations (i.e transit strike, natural disaster, influenza epidemic or pandemic);
- c. provide on-site support, provide training and troubleshooting, and at a minimum, have this support available from Monday to Friday between 0600-1800hrs;
- d. provide DND direct access to the database of a national credit bureau, which will allow staff to submit an average of 200 to 600 credit check requests per day, and for DND to obtain electronic credit reports based on the information provided. This submission of requests will be done either through batch or individual requests electronically;
- e. establish connectivity with client within five (5) working days of contract award in order to establish connectivity and standard operating procedures required for implementation of capability. Implementation of capability must be able to commence provision of consumer credit reporting as of 1 April 2023.
- 7.2 The Contractor must ensure that all information provided as a result of the credit check requests is up-to-date.
- 7.3 The Contractor must provide reports within 120 minutes of requests based on an average of 200 to 600 requests per day.
- 7.4 The Contractor must provide reports within 60 minutes of individual/manual requests.
- 7.5 In the event that a request is returned as "no hit" or inconclusive, the system will automatically run reports based on consumers 2nd, 3rd, or 4th residential address.
- 7.6 The Contractor must have the ability to assess and compare the subject's credit rating on a minimum of two credit data bases.
- 7.7 In addition to the report itself, the Contractor must provide shortened extracts of select information from the credit reports based on criteria chosen by the client.

8.0 DELIVERABLES

The Contractor must provide credit reports, regardless of whether the reports are adverse or favourable.

Credit reports, whether they are requested by batch or by individual requests, must include the following consumer information: current residence, current employment, file summary, trades, mortgages (including mortgage provider information), inquiries, and any adverse information.

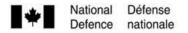
In the event that a request is returned as "no hit" or inconclusive, the Contractor will not charge DND for the cost of the re-submission for the same request. DPSIM/PSSO will only be charged per hit or conclusive result.

9.0 LANGUAGE OF WORK

The Contractor must provide the credit reports in both official languages as requested by the Technical Authority (TA).

10.0 TRAVEL REQUIREMENTS

There are no travel requirements.



11.0 LOCATION OF ACCESS

DND staff will access the consumer credit information database from their current location at 2200 Walkley Road, Ottawa, Ontario. The location may change to another site within the National Capital Region. If the Contractor provides equipment and/or contractor-owned property in order to access the database, it will be the responsibility of the Contractor to move any contractor owned property to the new location and ensure it is functioning properly.

12.0 HOURS OF SERVICES

Services will be required during regular business hours (Monday to Friday between 0600-1800hrs).

13.0 CLIENT SUPPORT

Government supplied equipment will be limited to that which is necessary for performance of the work as described in this Statement of Work (e.g. provision of workspace for necessary equipment).

The Contractor will provide the Information System device and information technology equipment necessary to access the contractor credit check database.

14.0 GOVERNMENT SUPPLIED DATA

- 14.1 DND will submit the following information in order to receive credit reports. Additional information may be submitted if the request provides no conclusive results:
 - 1. Subject Identification:
 - a) Surname (Last name)
 - b) First name
 - c) Middle name
 - d) Phone number
 - e) Date of birth
 - 2. Current and previous addresses:
 - a) Street number and street name
 - b) City
 - c) Province
 - d) Postal code
 - 3. Current Employer
- 14.2 The Contractor must take appropriate safeguards to ensure the security and confidentiality of the personal information provided and collected.



ANNEX "B" - BASIS OF PAYMENT

During the period of the Contract, and if the option is exercised, during the extended period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Services

Initial Contract Period: Date of Contract Award to two (2) years later.

Financial Limitation of **[to be specified in the resulting contract]** for the Contract Period. Firm per unit cost as detailed in the table below. GST/HST **[to be specified in the resulting contract]** extra.

Total All-Inclusive Cost	Estimated Number of	Estimated Totals
per Credit Report	Credit Reports (For evaluation only)	
\$	288,000	\$
	Estimated Cost for Credit Reports	\$
GST/HST \$		
	Total Estimated Cost	\$

Option Period One: End of Initial Contract Period to one (1) year later.

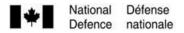
Financial Limitation of \$[to be specified in the resulting contract] for the Option Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Total All-Inclusive Cost per Credit Report	Estimated Number of Credit Reports (For evaluation only)	Estimated Totals
\$	96,000	\$
	Estimated Cost for Credit Reports	\$
GST/HST \$		
	Total Estimated Cost	\$

Option Period Two: End of Option Period One to one (1) year later.

Financial Limitation of \$[to be specified in the resulting contract] for the Option Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Total All-Inclusive Cost per Credit Report	Estimated Number of Credit Reports (For evaluation only)	Estimated Totals
\$	96,000	\$
	Estimated Cost for Credit Reports	\$
GST/HST \$		
	Total Estimated Cost	\$



Option Period Three: End of Option Period Two to one (1) year later.

Financial Limitation of \$[to be specified in the resulting contract] for the Option Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Total All-Inclusive Cost per Credit Report	Estimated Totals		
\$	96,000	\$	
	Estimated Cost for Credit Reports	\$	
	GST/HST		
	Total Estimated Cost	\$	

Evaluated Price (Estimated Costs of Initial	\$
Contract Period and Option Periods)	•

2.0 Total Estimated Cost (amounts to be inserted below in the resulting contract)

Initial Contract Period: \$
Extended Contract Period 1 (If Option is Exercised): \$
Extended Contract Period 2 (If Option is Exercised): \$
Extended Contract Period 3 (If Option is Exercised): \$



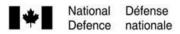
ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

of Canada du	ouvernement Canada	F	Se		act Number / Numéro du co W6369-20-X054 assification / Classification d		
ART A - CONTRACT INFORMATIC	ON / PARTIE A - INF	ON DES EXIGENCES ORMATION CONTRACT	TUELLE			rala au Directi	
 Originating Government Department Ministère ou organisme gouvernent 		DND			Directorate / Direction géné DGDS/DPSIM	rale ou Directi	on
a) Subcontract Number / Numéro d		altance 3. b) Name	e and Address of	Subcont	ractor / Nom et adresse du s	ious-traitant	
 Brief Description of Work / Brève The objective of this requiren individual requests in support 	nent is for the pro	ovision of credit chee	cks and repor	ts, as r	equested by PSSO sta	aff for both t	oulk and
. a) Will the supplier require access Le fournisseur aura-t-il accès à d						No Non	Yes
b) Will the supplier require access to Regulations? Le fournisseur aura-t-il accès à o Règlement sur le contrôle des di	des données techniq	ues militaires non classifi				No Non	Ves Oui
Indicate the type of access require					2010 S220		
 a) Will the supplier and its employe Le fournisseur ainsi que les emp (Specify the level of access usin (Préciser le niveau d'accès en u 	oloyés auront-ils acce ig the chart in Questi	ès à des renseignements on 7. c)	ou à des biens P			No	
 b) Will the supplier and its employe to PROTECTED and/or CLASSI Le fournisseur et ses employés 	ees (e.g. cleaners, ma FIED information or (p. ex. nettoyeurs, pe	aintenance personnel) re assets is permitted. arsonnel d'entretien) auro	equire access to re ont-ils accès à der			No Non	Yes
à des renseignements ou à des c) Is this a commercial courier or de S'agit-il d'un contrat de message	elivery requirement v	with no overnight storage	?			No Non	Ou
. a) Indicate the type of information t	hat the supplier will t	e required to access / In	ndiquer le type d'in	formati	on auquel le fournisseur devi	ra avoir accès	
Canada 📈		NATO / OTAN			Foreign / Étranger	· 🗌	
7. b) Release restrictions / Restriction No release restrictions Aucune restriction relative à la diffusion		sion IATO countries s les pays de l'OTAN			No release restrictions Aucune restriction relative à la diffusion		
Not releasable À ne pas diffuser							
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9. Will the sup	plier require access to extreme	ly sensitive INFOSEC information or ignements ou à des biens INFOSEC		-3	No Yes Non Oui
Le loumisse	eur aura-t-il acces a des rensei	gnements ou a des biens INPOSEC	se nature extremement delicat	er	
	s) of material / Titre(s) abrégé(s				
PART B - PER		TIE B - PERSONNEL (FOURNISSEI			
0. a) Personn	el security screening level requi	uired / Niveau de contrôle de la sécu	ité du personnel requis		
X	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRI	
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	Special comments:				
	Commentaires spéciaux :				
		reening are identified, a Security Class			
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED Canadä



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Government Gouvernement of Canada du Canada

	Contract Number / Numéro du contrat
	W6369-20-X054
-	Security Classification / Classification de sécurité

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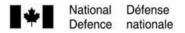
PART C - (continued) / PARTIE C - (suite) For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau 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 Categorie PROTECTED CLASSIFIED NATO COMSEC NATO TOP NATO NATO PROTECTED TOP в C A CONFIDENTIAL SECRET SECRET RESTRICTED CONFIDENTIAL BECRET TOP PROTECT CONFIDENTIAL SECRET SECRET NATO NATO TRES TRES A в C CONFIDENTIEL CONFIDENTIEL COSVIC SECRET DIFFUSION CONFIDENTIEL TRES SECRET ion / Ass \boxtimes inseignements / B \boxtimes 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? Yes La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Oui If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier 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? Yes La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? loui 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, classifier 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).

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(Signature page to be added at contract award)



ANNEX "D" to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

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

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)