



RETURN BIDS TO:

Office of the Superintendent of Financial
Institutions
Procurement and Contracting
Email: contracting@osfi-bsif.gc.ca

REQUEST FOR PROPOSAL

**Proposal To: Office of the
Superintendent of Financial
Institutions**

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,
services, and construction listed herein
and on any attached sheets at the
price(s) set out thereof.

**THIS DOCUMENT CONTAINS
A SECURITY REQUIREMENT**

Vendor/Firm Name and address

Instructions:

Issuing Office – Bureau de distribution

Procurement and Contracting
255 Albert Street, 12th Floor
Ottawa, ON
K1A 0H2

| | |
|---|---|
| Title Translation Services RFP | |
| Solicitation No. 20231231 | Date November 17, 2023 |
| Client Reference No. 20231231 | |
| Solicitation Closes at 02 :00 PM on December 18, 2023 | Time Zone Eastern Standard Time EST |
| D.D.P. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Inquiries to : France Emond, Senior Contracting Officer | |
| E-mail contracting@osfi-bsif.gc.ca | |
| Destination – of Goods, Services, and Construction: See Herein | |

| | |
|--|--------------------------|
| Delivery See Herein | Delivered Offered |
| Vendor/firm Name and address | |
| Facsimile No. Telephone No. | |
| Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- | |
| Signature Date | |



PART 1 – GENERAL INFORMATION

1. Summary

This bid solicitation is being issued to satisfy the requirement of the Office of the Superintendent of Financial Institutions (OSFI) for the provision of Professional Services. OSFI requires a contractor that specializes in the provision of translation services. It is intended to result in the award of up to five (5) contracts for two (2) years, plus five (5) irrevocable option(s), allowing Canada to extend the term of the contract(s) by one-year each.

Please note that OSFI anticipates that the potential value of each contract could reach a maximum of \$2,000,000.00 over the total contract period, including options. The actual value of the contract may vary based on OSFI's demand and therefore this should not be construed as a guarantee of work.

2. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

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

3. Debriefings

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



PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred eighty (180) calendar days

2. Submission of Bids

Bids must be submitted only by email to contracting@osfi-bsif.gc.ca to The Office of the Superintendent of Financial Institutions (OSFI) by the date and time indicated on page 1 of the bid solicitation.

- a) If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- b) Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- c) Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted

2.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

(i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR

(ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is



responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.3 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 3 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Former Public Servant

Contracts awarded to public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement*



Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



5. Extension of Time

If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

6. Applicable Laws

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

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



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (one copy via e-mail)
- Section II: Financial Bid (one copy via e-mail)
- Section III: Certifications (one copy via e-mail)

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

Canada requests that bidders use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

1.1 SACC Manual Clauses

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

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. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b) An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c) In addition to any other time periods established in the bid solicitation :
 - i. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. Requests for Further Information: If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.
 - iii. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion

4.2 Technical Evaluation

a) **Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4.

b) **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4.



c) Reference Checks:

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. The Contracting Authority will send all email reference check requests to contacts supplied by the Bidder within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- ii. If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

4.3 Financial Evaluation

The Bidder should complete this pricing schedule In Attachment 2 to Part 4: Pricing Schedule.

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail, and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

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



4.4 Basis of Selection

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 points for the technical evaluation criteria which are subject to point rating

Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

The technically responsive proposal that obtains the highest combined rating of technical merit and price will be recommended for award of a contract. The total possible technical score is 70 while the total financial score is 30. Where two or more proposals achieve the identical highest combined rating of technical merit and price, the proposal with the highest technical score will be recommended for award of a contract.

For each proposal:

The technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 70.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%) | | | | |
|--|-----------------------|-----------------------------|----------------------------|----------------------------|
| | | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | | 115/135 | 89/135 | 92/135 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $115/135 \times 70 = 59.62$ | $89/135 \times 70 = 46.15$ | $92/135 \times 70 = 47.70$ |
| | Pricing Score | $45/55 \times 30 = 24.54$ | $45/50 \times 30 = 27$ | $45/45 \times 30 = 30$ |
| Combined Rating | | 84.16 | 73.15 | 77.70 |
| Overall Rating | | 1st | 3rd | 2nd |



4.5 Security Requirement

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6-Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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.

For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.



ATTACHMENT 1 TO PART 4 – BID EVALUATION CRITERIA

1. Technical Evaluation Criteria (Summary)

| Mandatory Technical Evaluation Criteria | |
|--|--|
| M-1 | Corporate Experience – customer contracts (see table 1) |
| M-2 | Corporate Experience – specific business areas of expertise (see table 2) |
| M-3 | Quality Control process |
| M-4 | Translation request management process |
| M-5 | Account manager contact info |
| M-6 | Urgent translation request contact info |
| M-7 | Sample Text Translation |
| Point-Rated Technical Evaluation Criteria | Maximum Points |
| R-1 - Quality Control process | 8 |
| R-2 - Quality Control - ensuring continuity of service (back-up plan) | 8 |
| R-3 - Translation requests management process | 8 |
| R-4 – Corporate experience - additional areas of expertise | 6 |
| R-5 – Sample text translation quality | 10 |
| Total Points | 40 |
| Minimum Pass Mark (55%) | 22 |
| Technical Proposal Score (40 points maximum) | [Bidders Score (out of 40) / 40] x 40 points |
| List of Appendix | |
| Appendix A - Sample Text Translation for M7 | |
| Appendix B – Bidder’s response tables | |



Mandatory Technical Criteria (M)

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

| Mandatory Criteria | | Complies (Yes/No) | Cross Reference to Proposal |
|--------------------|--|-------------------|-----------------------------|
| M1 | <p>M1 - English to French translation services contracts</p> <p>The Bidder must provide three (3) customer reference contracts where the Bidder provided English to French translation services similar* to those identified in section 3 of Annex A - Statement of Work.</p> <p>To be considered, the corporate reference contract provided must:</p> <ul style="list-style-type: none"> a) Have been completed, or are currently ongoing, spanning the duration of a minimum of one (1) year within the last three (3) years, as of the issuance date of this RFP; b) Have a cumulative billed value of \$250,000.00 CAD including taxes, as of the issuance date of this RFP; and c) Include the following information for each customer reference contract: <ul style="list-style-type: none"> • The name of the customer organization for whom the translation services were provided; • Reference contract details (name, title and e-mail address); • The period during which the translation services were provided (i.e. from (month/year) to (month/year)). <p>*Similar is defined as alike but not identical, showing resemblance in their contents, their qualities, their characteristics or their appearance.</p> <p>Note: The Bidder may use the same Customer Reference Contracts, if applicable, to demonstrate the corporate experience required in response to M-1 and M-2. If more than the requested number of Customer Reference Contracts are provided, T1 at Appendix B should be completed.</p> | | |
| M2 | <p>M-2 Corporate Experience</p> | | |



| | | | |
|-----------|--|--|--|
| | <p>The Bidder must demonstrate that they have translated at least 5,000,000 words from English to French within the last five (5) years, as of the RFP closing date, in AT LEAST three (3) of the following business areas:</p> <ol style="list-style-type: none">1. Financial services;2. Banking, insurance and pension plans;3. Actuarial Reports and Studies;4. Statutory Reports;5. Corporate memos and other communications (including IM/IT, Human Resources). <p>To demonstrate this experience, the Bidder must provide the following information for all projects:</p> <ol style="list-style-type: none">a) The name of the customer organization for whom the translation services were provided;b) Reference contract details (name, title and email address);c) The period during which the translation services were provided (i.e. from (month/year) to (month/year));d) The number of words translated from English to French during the period indicated in C; and <p>The business area(s) of the translation services provided.</p> <p>Note: The Bidder may use the same Customer Reference Contracts, if applicable, to demonstrate the corporate experience required in response to M-1 and M-2. If more than the requested number of Customer Reference Contracts are provided, Canada will only evaluate the first three in the order in which they are set in the Bid. Table T2 at Annex F should be completed.</p> | | |
| M3 | <p>M3 - Quality Control process</p> <p>The Bidder must demonstrate a detailed process for ensuring translation quality control on a continuous basis and demonstrated a back-up plan process to ensure continuity of service.</p> <p>M3 will be further evaluated under R1 and R2.</p> | | |



| | | | |
|-----------|--|--|--|
| M4 | M4 - Translation request management The Bidder must describe its process for managing translation requests and documents to be translated, including: prioritization, multi-part documents, and version control. M4 will be further evaluated under R3 . | | |
| M5 | M5 – Account manager contact info The Bidder must provide the contact info (name email and telephone number) of an account manager that will be responsible for overseeing and managing communications with OSFI. | | |
| M6 | M6 – Urgent translation request contact info The Bidder must provide the contact info (name, email and telephone number) of the primary contact person as well as the back-up person(s) who can accept both routine and urgent requests (during and outside of normal working hours*) on behalf of the Contractor. *outside normal working hours is defined as 6:00 p.m. to 8:00 a.m. EST/EDT Monday to Friday, on weekends and on statutory holidays. | | |
| M7 | M-7 Sample Text Translation The Bidder must translate into French the English sample text provided Appendix A to Attachment 1 to Part 4 . The Bidder will be deemed non-compliant for this mandatory criterion if one of the following errors are found during the evaluation of the sample text: <ul style="list-style-type: none">• Addition or omission;• Mistranslation or misunderstanding;• Anglicism/Gallicism M7 will be further evaluated under R3 . | | |



Point Rated Technical Criteria (R)

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

The Bidder should demonstrate experience and qualifications with each one of the following requirements, some of which use information provided for mandatory requirements. The experience demonstrated will be evaluated and scored in accordance with specific evaluation criteria detailed hereafter.

The maximum point score for rated requirements is 44 points. A minimum score of 22 points in the rated requirements must be achieved to remain compliant. Items not addressed will be given a score of zero.

Each requirement will be assessed using the criteria stated in the tables.

| Point Rated Criteria | Scoring | Cross Reference to Proposal |
|--|-----------|-----------------------------|
| <p>R1 The Bidder's proposed response in M3 should demonstrate a detailed process to ensure translation quality control services on a continuous basis.</p> <p>The proposed response will be allocated additional points and evaluated based on the following point system:</p> <ul style="list-style-type: none"> • 8 points - The process to ensure translation quality control services is thorough and includes existing corporate processes and specific measures to be implemented for OSFI; • 6 points - The process to ensure translation quality control services is somewhat thorough, and/or does not clearly describe any measures to be implemented specifically for OSFI; • 4 points - The process to ensure translation quality control services is somewhat efficient, and/or does not clearly delineate between existing corporate processes and measures to be implemented specifically for OSFI; • 2 points - The process to ensure translation quality control services is poor and/or contains limited detail, or is unclear; • 0 points - The process to ensure translation quality control services is not described. | /8 points | |
| <p>R2 The Bidder's response submitted in M3 should demonstrated a back-up plan ensuring continuity of service.</p> <p>The proposed response will be allocated additional points and evaluated based on the following point system:</p> <ul style="list-style-type: none"> • 8 points - The backup plan for ensuring continuity of service is thorough, and includes existing corporate processes and specific measures to be implemented for OSFI; • 6 points - The backup plan for ensuring continuity of service is somewhat thorough and/or does not clearly | /8 points | |



| | | | |
|-----------|---|------------|--|
| | <p>describe existing corporate processes, and measures to be implemented specifically for OSFI;</p> <ul style="list-style-type: none"> • 4 points - The backup plan for ensuring continuity of service is somewhat efficient, and/or does not clearly describe existing corporate processes and measures to be implemented specifically for OSFI; • 2 points - The backup plan for ensuring continuity of service is poor, and/or contains limited details or is unclear; • 0 points - The backup plan for ensuring continuity of service is not described. | | |
| R3 | <p>The Bidder's proposed response in M4 should demonstrate managing translation requests and documents to be translated including prioritization, multi-part documents, and version control.</p> <p>The proposed response will be allocated additional points and evaluated based on the following point system:</p> <ul style="list-style-type: none"> • 8 points - The process for managing translation requests and documents to be translated is thorough, and/or includes existing corporate processes and specific measures to be implemented for OSFI; • 6 points - The process for managing translation requests and documents to be translated is somewhat thorough, and/or does not describe clearly existing corporate processes and measures to be implemented specifically for OSFI; • 4 points - The process for managing translation requests and documents to be translated is somewhat efficient, and/or does not clearly describe existing corporate processes and measures to be implemented specifically for OSFI; • 2 points - The process for managing translation requests and documents to be translated is poor, and/or contains limited details or is unclear; • 0 points - The process for managing translation requests and documents to be translated is not described. | /8 points | |
| R4 | <p>Using the Bidder's proposed response in M2, additional points will be allocated to bidders who can demonstrate more than 3 additional areas of expertise as follows:</p> <ul style="list-style-type: none"> - 4 business areas listed in M2 = 3 pts - 5 business areas listed in M2 = 6 pts | /6 points | |
| R5 | <p>Using the translated sample text provided in M7(Appendix A to Attachment 1 to Part 4), the bidders will receive a starting value of 10 points.</p> <p>Points will be deducted from the starting value for each and every instance of errors assessed.</p> | /10 points | |



| | | | |
|---|---|------------|--------------------------------------|
| | <p>Points will be deducted for the errors below:</p> <ul style="list-style-type: none">• 2 points - Mechanical error (spelling, grammar, syntax, punctuation, accents, capitalization, typography, etc.);• 2 points - Incorrect word choice, terminology;• 2 points - Register, style or flow error | | |
| TOTAL Minimum pass mark: 22 points | | /40 points | (Minimum passing mark is 55%) |



APPENDIX A TO ATTACHMENT 1 TO PART 4 – SAMPLE TEXT FOR M7

Article from BNN Bloomberg to be translated into French

Canada's banking watchdog wants to rein in ultra-long mortgages

Sep 26, 2023

Christine Dobby, Bloomberg News

Canada's banking regulator said he's concerned about the prevalence of ultra-long mortgages and that his agency is working with lenders to stem the ubiquity of such loans.

The country's banks have about \$250 billion (US\$185 billion) of mortgages with amortization periods — the length of time permitted to pay off the loan — that sit at 35 years or longer, according to Peter Routledge, the superintendent of financial institutions.

"I think both banks — financial institutions — and borrowers would be better off if the prevalence of this product was less, and we're consulting and will have something out in October to discuss how we might address that, and put in place a little more regulatory oversight to make this product a little less prevalent," Routledge, who heads the Office of the Superintendent of Financial Institutions, told reporters in Toronto on Tuesday.

OSFI began a consultation on residential mortgages in January and Routledge said it will release draft guidelines next month. Canadian bank shares extended declines on Tuesday after his comments, with the S&P/TSX Commercial Banks Index dropping as much as 1.3 per cent Tuesday to its lowest intraday level in a month. Homeowners with variable-rate mortgages who have fixed monthly payments have seen the portion of their monthly payment that covers interest skyrocket as rates rise, and in many cases are now making only interest payments. When those loans come up for refinancing in coming years, they face the prospect of much higher payments should interest rates remain high.

The problem is "manageable," Routledge said, noting that the \$250 billion figure has declined from \$280 billion earlier this year, with OSFI asking senior leaders at the banks what they are doing to "shrink this problem."

SMALL PORTION

Routledge, who spoke earlier at the Global Risk Institute Summit, also pointed out that negatively amortizing mortgages are a relatively small portion of the total \$2.1 trillion in Canadian residential mortgage debt that his organization monitors.

The Bank of Canada's campaign to hike interest rates over the past year and a half hasn't substantially tamed inflation. While housing sales volume has dropped, home prices haven't come down significantly. OSFI has borrowing rules in place to ensure homeowners can continue to pay their mortgages, a prospect that's become more daunting with elevated rates.

Under the regulator's "stress test," borrowers seeking uninsured loans must qualify at a rate two percentage points higher than the bank's offered rate or 5.25 per cent, whichever is higher. With most mortgage rates at commercial banks over 5 per cent, that means homebuyers need to show they can carry loans with interest rates of more than 7 per cent.

The government should make it even harder for Canadians to buy homes, Alberta Investment Management Co. Chief Executive Officer Evan Siddall said during a Canadian Club Toronto discussion Tuesday, adding that the state of unaffordability arose because "we glorify ownership."

'NO EQUITY'

"People buy houses and demand is massive, and there's no supply. We allow people to buy houses with basically no equity," said Siddall, who leads the \$160 billion Alberta pension fund and previously headed up the Canada Mortgage and Housing Corp.

Siddall suggested increasing the minimum down payment to 10 per cent from 5 per cent.

"If you make it less attractive to own homes, houses won't be as hot," he said, adding that taxing capital gains on home sales would be the best measure to cool the market, but that such a move would be hugely unpopular. "So we're stuck."

(595 mots)



APPENDIX B TO ATTACHMENT 1 TO PART 4 - BIDDER'S RESPONSE TABLES

M-1 Table T1

The Bidder must provide three (3) customer reference contracts where the Bidder provided English to French translation services similar* to those identified in Section 3 of Annex A - Statement of Work.

Note: The Bidder must complete the following table for each of the three required Corporate Reference Contracts.

| Table T1: Customer Reference Contracts Bidder Response Table | |
|---|------------------------|
| M-1 Corporate Experience, English to French translation services reference contracts | |
| Mandatory Evaluation Criteria | Bidder Response |
| Customer Reference Contract # <1 / 2 / 3> | |
| 1) Client Particulars, including: <ul style="list-style-type: none"> a) Name of customer organization; b) Customer location (City, Province/State); and c) Reference Contact details (Name, Title, and email address). | |
| 2) Contract start and completion date*(mm/yyyy). Note: If contract is still ongoing, the Bidder should indicate as such, however if applicable the work described in e) below must have been completed. | |
| 3) The total amount billed (Canadian, including taxes) under the Customer Reference Contract as of the issuance date of this RFP. Must have a cumulative billed value of \$250,000.00 CAD including taxes, as of the issuance date of this RFP | |



M-2 Table T2

The Bidder must demonstrate that they have translated at least 5,000,000 words from **English to French** within the last five (5) years, as of the RFP closing date, in AT LEAST three (3) of the following business areas:

1. Financial services;
2. Banking, insurance and pension plans;
3. Actuarial Reports and Studies;
4. Statutory Reports;
5. Corporate memos and other communications (including IM/IT, Human Resources).

| Table T2: Customer Reference Contracts Bidder Response Table | |
|--|------------------------|
| M-2 Corporate Experience, English to French translation services specialized business areas reference contracts | |
| Mandatory Evaluation Criteria | Bidder Response |
| Customer Reference Contract # | |
| a) The name of the customer organization for whom the translation services were provided; | |
| b) Reference contract details (name, title and email address); | |
| c) The period during which the translation services were provided (i.e. from (month/year) to (month/year)); | |
| d) The number of words translated from English to French during the period indicated in C | |
| e) The business area(s) of the translation services provided. <ul style="list-style-type: none"> - Financial services; - Banking, insurance and pension plans; - Actuarial Reports and Studies; - Statutory Reports; - Corporate memos and other communications (including IM/IT, Human Resources). | |



ATTACHMENT 2 to PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

| Service | (A) | (B) | (C = A x B) |
|--|-------------------------------|--|------------------------|
| | *Approximated Level of Effort | Rates for Translation – Cents Per word/Hourly Rate (\$CAD) | Extended Price (\$CAD) |
| Initial Contract Period | | | |
| Current work during normal business hours | 400,000 words or 2,000 hours | \$ | \$ |
| Urgent work during normal business hours | 100,000 words or 500 hours | \$ | \$ |
| Urgent work during evenings, weekends and holidays | 10,000 words or 50 hours | \$ | \$ |
| Option Period #1 | | | |
| Current work during normal business hours | 400,000 words or 2,000 hours | \$ | \$ |
| Urgent work during normal business hours | 100,000 words or 500 hours | \$ | \$ |
| Urgent work during evenings, weekends and holidays | 10,000 words or 50 hours | \$ | \$ |
| Option Period #2 | | | |
| Current work during normal business hours | 400,000 words or 2,000 hours | \$ | \$ |
| Urgent work during normal business hours | 100,000 words or 500 hours | \$ | \$ |
| Urgent work during evenings, weekends and holidays | 10,000 words or 50 hours | \$ | \$ |



| Option Period #3 | | | |
|---|------------------------------|----|----|
| Current work during normal business hours | 400,000 words or 2,000 hours | \$ | \$ |
| Urgent work during normal business hours | 100,000 words or 500 hours | \$ | \$ |
| Urgent work during evenings, weekends and holidays | 10,000 words or 50 hours | \$ | \$ |
| Option Period #4 | | | |
| Current work during normal business hours | 400,000 words or 2,000 hours | \$ | \$ |
| Urgent work during normal business hours | 100,000 words or 500 hours | \$ | \$ |
| Urgent work during evenings, weekends and holidays | 10,000 words or 50 hours | \$ | \$ |
| Option Period #5 | | | |
| Current work during normal business hours | 400,000 words or 2,000 hours | \$ | \$ |
| Urgent work during normal business hours | 100,000 words or 500 hours | \$ | \$ |
| Urgent work during evenings, weekends and holidays | 10,000 words or 50 hours | \$ | \$ |
| TOTAL EVALUATED PRICE (Sum of: Initial Period + Option 1 + Option 2 + Option 3 + Option 4 + Option 5) | | | \$ |

**Please note that the number of words/hours used is for financial evaluation only and should not be construed as a guarantee of work.*



PART 5 – CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract, when the Contract is valued at \$1,000,000 and above, Applicable Taxes included.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

2.2 Education and Experience

2.2.1 SACC Manual clause A3010T (2010-08-06) Education and Experience



PART 6 – RESULTING CONTRACT CLAUSES

1. Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include the general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of Finance and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, the general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2. Security Requirement

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), attached at Annex C;
 - (b) Contract Security Manual (Latest Edition)

3. Statement of Work

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

4. Multiple Contracts and Work Allocation [To be completed at contract award]

(insert number) contracts were awarded as a result of bid solicitation number: 20231231.

The Contractors' order of ranking is as follows:

- Ranked first: _____
 Ranked second: _____
 Ranked third: _____
 Ranked fourth: _____
 Ranked fifth: _____

Contracts will be awarded on a **"PROPORTIONAL BASIS"** for the services. The proportional basis method of allocation that will be used, depending on the number of successful offerors, is detailed below:

Allocation of Work (Proportional basis):

| | 1 Compliant Contractor | 2 Compliant Contractors | 3 Compliant Contractors | 4 Compliant Contractors | 5 Compliant Contractors |
|--|------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Highest Ranked Compliant Contractor | 100% | 60% | 50% | 45% | 40% |
| Second Highest Ranked Compliant Contractor | N/A | 40% | 30% | 25% | 25% |
| Third Highest Ranked Compliant Contractor | N/A | N/A | 20% | 20% | 20% |
| Fourth Highest Ranked Compliant Contractor | N/A | N/A | N/A | 10% | 10% |
| Fifth Highest Ranked Compliant Contractor | N/A | N/A | N/A | N/A | 5% |
| | 100% | 100% | 100% | 100% | 100% |



5. Pivot Clause:

If Canada determines that the Contractor is in default in carrying out any of its obligations under the Contract, or the Contract is terminated for convenience, Canada may invoke its rights to the use of this Pivot Clause.

The pivot clause will maintain flexibility for the Government of Canada to reallocate funding amongst the awarded Contracts based on the results and performance of the Contractor instead of retendering the requirement. Canada reserves the right to pivot the requirement based on the proportional basis method of allocation outlined in Section 3 of the Contract by following the Contractors' order of ranking.

This right to pivot will only be invoked if it is demonstrated that the Contractor does not successfully carry out its obligations under the Contract.

If none of the Contractors carry out its obligations under the Contract, Canada will review its requirement and overall procurement strategy.

6. Standard Clauses and Conditions

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

6.1 General Conditions

SACC Manual clause 2010C (2022-12-01) General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

6.2 Resource Certifications:

Employee(s) or subcontractor(s) of the Contractor must complete and sign the certifications attached at Annex E before they begin the Work or access information connected to the Work.

6.3 Supplemental General Conditions:

4008 (2008-12-12), Supplemental General Conditions - Personal Information

6.4 Annexes

All Annexes apply to and form part of the Contract.

7.0 Term of the Contract

7.1 Period of Contract

The period of the Contract is from the date of Contract Award up to and including March 31, 2026.

7.1.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one-year period(s) 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 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.



8.0 Authorities

8.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: France Emond
Title: Senior Contracting Officer
The Office of the Superintendent of Financial Institutions
Corporate Services
Procurement and Contracting
255 Albert Street, 12th Floor
Ottawa, ON K1A 0H2
E-mail address: contracting@osfi-bsif.gc.ca

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

8.2 Project Authority *{To be inserted at contract award}*

The Project Authority for the Contract is:

Name: _____
Title: _____
Office of the Superintendent of Financial Institutions
Address: _____

Telephone: _____
E-mail Address: _____

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

8.3 Contractor's Representative *{To be inserted at contract award}*

Name: _____
Title: _____
Telephone: _____
E-mail address: _____

9.0 Proactive Disclosure of Contracts with Former Public Servants

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



10.0 Payment

10.1 Basis of Payment

The Contractor will be paid firm hourly rates and fixed unit prices in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (to be inserted at contract award). Customs duties are included and Taxes are extra.

10.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

- a. when it is 75 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.

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.

10.3 Method of Payment

Monthly Payment

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

11. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

12. Invoicing Instructions

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

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Office of the Superintendent of Financial Institutions
255 Albert St, 12th Floor
Ottawa, ON K1A 0H2
{Details to be inserted at contract award}



- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

13. Certifications

13.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

13.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

14. Applicable Laws

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

15. 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) 2010C (2022-12-01) General conditions: Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirement Checklist;
- (f) Annex D, Direct Deposit Enrolment Form ;
- (g) Annex E, Resource Certifications and;
- (h) the Contractor's bid dated _____ *(to be inserted at contract award)*.

16. Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:

(all the joint venture members named in the Contractor's original bid will be listed)
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and



- (iii) all payments made by Canada to the representative member will act as a release by all the members.
 - (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
 - (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
 - (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
 - (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

17. Professional Services – General

- a. The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Identified User's operating environment.
- b. If there must be a change in a resource performing work under the Contract the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- c. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- d. The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- e. If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

18. Safeguarding Electronic Media

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.



- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately re-place it at its own expense.

19. Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

20. Confidentiality of Information

0. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
1. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
2. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information,or
 - (c) is developed by a Party without use of the information of the other Party

21. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

22. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



Annex A – Statement of Work

1. OVERVIEW

The Office of the Superintendent of Financial Institutions (OSFI) is the primary regulator of federally chartered financial institutions and federally administered pension plans. It was established by an Act of Parliament in 1987.

OSFI supervises and regulates all banks, and all federally incorporated or registered trust and loan companies, insurance companies, cooperative credit associations, fraternal benefit societies and pension plans. Specifically, OSFI administers the *Bank Act*, the *Trust and Loan Companies Act*, the *Cooperative Credit Associations Act*, and the *Pension Benefits Standards Act*.

OSFI also provides actuarial advice to the Government of Canada and conducts reviews of certain provincially chartered financial institutions by virtue of federal-provincial arrangements or through agency agreements with the Canada Deposit Insurance Corporation (CDIC).

For additional information, visit our Web site at: www.osfi-bsif.gc.ca.

2. GENERAL REQUIREMENT

OSFI has a requirement for the provision of Translation services from Canadian English to Canadian French on an “as and when requested” basis. The total work volume is estimated at approximately 2,500,000 words per year, which will be distributed amongst the successful bidders. OSFI does not guarantee any specific volume of work to any successful Contractor further to this Request for Proposal or during the ensuing “as and when requested” contract(s).

As a government agency, all written communications from OSFI with the financial institutions and their associations, other federal government departments and agencies, Parliament and the public at large must be presented in both Canada’s Official Languages in order to comply with the Official Languages Act.

The information to be translated, and style of translation, will depend on the subject matter and the target audience. Some may be general, administrative, or legal in nature, while some may be destined to a specialized public and may be technical.

The Contractor must provide Canadian English to Canadian French translation services for up to 365 calendar days per year, on an “as and when requested basis”. The Contractor must be able to translate up to 4,500 words per day.

The Contractor must engage with OSFI to ensure consistency and standardization in the use of terminology. The Contractor must follow the rules set out in *Canadian Style* and [Le guide du rédacteur](#) as well as the OSFI usage and conventions for texts of a particular nature.

3. SPECIFIC REQUIREMENTS

3.1 [Translation Requests](#)

- 3.1.1 Every request for translation will be assigned a case number by OSFI. All communications between OSFI and the Contractor regarding the case shall include a reference to the case number (e.g. requests for additional information, delivery of translated documents, invoices, etc.).
- 3.1.2 The OSFI translation coordinators will provide the following information with every request for translation:
 - a. the translation service request number;
 - b. the details of the work activities to be performed;



- c. the title of the document;
- d. the number of words to be translated;
- e. the urgency of the work;
- f. the delivery deadline;
- g. the name of an OSFI contact for questions.

3.1.3 The Contractor must not perform any work not duly authorized by the Project Authority or delegated translation coordinators. All work performed without the approval of the Project Authority or translation coordinators will be at the Contractor's own expense, and OSFI will not be responsible for the payment of such expenses.

3.2 Style of Translation and Linguistic Quality

3.2.1 Most requests for translation will fall within the following subject areas, but not limited to:

- a. Financial services
- b. Banking, insurance and pension plans
- c. Actuarial reports and studies
- d. Statutory reports
- e. Corporate memos and other communications (including IM/IT, Human resources)

3.2.2 The style used in the translation can be legal, administrative, technical, or general in nature. The style required depends on the subject matter and the target audience. The Contractor must work with OSFI to ensure consistency and standardization in the use of terminology. The Contractor must follow the rules set out in *The Canadian Style, Le guide du rédacteur* as well as OSFI's usage and conventions for texts of a particular nature.

3.2.3 The Contractor must use the terminology records provided by OSFI on a regular basis as well as the terminology in any reference documents transmitted to ensure consistency and standardization.

3.3 Software used by OSFI

3.3.1 All translations, modifications and revisions must be done in the same layout, format, and file type as the source document. At the time of issuing the requirement for translation services, OSFI is using MS Office365 (Word 365, Excel 365, PowerPoint 365, One Note 365 and Visio 365), and Adobe Acrobat PDF or Foxit Phantom PDF.

3.3.2 The Contractor must accept documents in the above-noted electronic file types for translation and must return translated documents in these file types unless otherwise directed by the Project Authority or OSFI translation coordinators.

3.3.3 The Contractor must have access to a translation software that supports translation memory and terminology management (for example: Logiterm etc.).

3.3.4 The Contractor is responsible for having the necessary software available to perform the work. OSFI will not supply software to the Contractor for use in translation.

3.4 Quality Assurance



- 3.4.1 The Contractor must perform quality assurance checks for all documents translated before delivery. Quality assurance and text revision are required for all work prior to delivery to OSFI and must be performed by a translator who did not translate the original text. The key steps to be followed, as a minimum, are:
- a. Compare the target document with the source document to ensure the translation reflects in every way the source document (same meaning, error-free, etc.);
 - b. Verify the terminology against the reference documents provided by OSFI;
 - c. Ensure that the layout and formatting are consistent with the source document; using the wordmark and/or logos appropriate for the language of the target document;
 - d. Ensure that the file type of the target document is the same as that of the source document.
- 3.4.2 Translations must not contain any major mistakes (such as mistranslations, gibberish, mistake in figures, anglicisms, gallicisms, omissions resulting in inaccuracy or lack of comprehension of the text, grammar and syntax errors) and no more than three (3) minor mistakes (e.g. typographical errors, punctuation errors, layout errors, omission of hyphens) per 1,500 words of text. The work will be evaluated by OSFI based on format and style.
- 3.4.3 The work requested will be subject to evaluation by OSFI to ensure compliance with the requirements herein, as well as with the regulations and policies in place, generally known and accepted by the translation community.
- 3.4.4 Unsatisfactory translations containing one (1) or more major mistakes and/or more than three (3) minor mistakes per 1,500 words of text might be subject to one or more of the following at the sole discretion of OSFI:
- a. The work will be returned by OSFI to be redone by the Contractor at no additional cost to OSFI. The work to be redone will be performed within the timeframe given by OSFI, regardless of if it requires completing the work during evening, weekend and/or statutory holidays to meet the deadline;
 - b. The work will be redone by another Contractor or by OSFI. In this case, the Contractor will be informed that the translation that was done is unacceptable and that they will not be authorized to submit an invoice for the work that was initially completed; or
 - c. The contract will be terminated by OSFI if OSFI determines that the number of mistakes is excessive when compared to OSFI expectations.

3.5 Invoicing

- 3.5.1 For every translation request, the Contractor will determine the invoicing method (hourly or per word) based on the level of complexity of the subject matter, the number of graphical elements (graph, images, tables), the file type (Excel, PowerPoint, Visio), and the format. The Contractor will determine which of the following invoicing method to use:

3.5.1.1 Invoicing on a per word basis

- a. The word counting feature of OSFI's translation software will be used to determine the number of words to be translated in a document.
- b. The word count of all documents to be translated will be stated by OSFI and only this word count will be used for payment.



c. If the Contractor disagrees with the number of words, he must raise it with OSFI, who will do a recount in an attempt to reach an agreement with the Contractor. The final decision on word count will be made by OSFI at its sole discretion.

3.5.1.2 Invoicing on an hourly basis

- a. The Contractor will charge OSFI for the time spent on the translation of the request.
- b. OSFI reserve the right to review the number of hours if productivity ratio is below 200 words/hour.

3.6 Reception, Transmission, and Management of Documents

- 3.6.1 The Contractor must have the required equipment to receive or transmit documents via e-mail or a secure system/portal.
- 3.6.2 The Contractor must manage requests for translation, the associated documents to be translated, and the resulting translations, to provide OSFI with accurate, timely results. Such management must account for, as a minimum, and not limited to:
 - a. multi-part documents in situations where the parts are delivered to the Contractor separately;
 - b. a work priority system that includes the ability to accommodate changes in priority dictated by OSFI, in which current work is suspended and other work is substituted for earlier translation;
 - c. version control, and correct management of the translations, where the same document is sent to the Contractor a number of times, with adjustments in each delivery of the document, even though the initial version of the document is not completely translated.

3.7 Work Location and Services

- 3.7.1 The work must be performed on the Contractor's premises. All technical and support services (clerical/administrative, etc.), supplies and equipment necessary to accomplish tasks must be provided by the Contractor at its own costs.
- 3.7.2 The work must be delivered to OSFI's translation coordination email address or via the Contractor's secure system/portal.

3.8 Response Times

- 3.8.1 The Contractor must have procedures in place for responding to routine as well as urgent translation requests. For the purpose of this Contract, the Contractor must be able to translate multiple routine and/or urgent requests, as defined below, totalling up to 4,500 words per day:
 - a. **Routine request:** A translation with a delivery period allowing completion of the work during normal working hours, based on a production rate of 1,500 words per day.
 - b. **Urgent request:** A high-priority translation with a delivery period allowing completion of the work during normal working hours based on a production rate exceeding 1,500 words per day OR with a delivery period requiring



completion of the work outside the normal working hours, on weekends and during federal statutory holidays.

- 3.8.2 Availability Confirmation: The Contractor must provide the contact information (name, email and telephone number) of the primary contact person as well as the back-up person(s) who can accept both routine and urgent requests (during and outside of normal working hours) on behalf of the Contractor.
- a. For any request received by the Contractor during normal working hours (8:00 a.m. – 6:00 p.m EST/EDT, Monday to Friday, excluding weekends and federal statutory holidays), the Contractor must confirm in writing within one (1) hour for urgent requests or two (2) hours for routine requests that it has the capacity to undertake the work requested.
 - b. For urgent requests received by the Contractor outside of normal working hours (6:00 p.m. to 8:00 a.m EST/EDT, Monday to Friday, on weekends and on statutory holidays), the Contractor must confirm in writing within two (2) hours that it has the capacity to undertake the work requested.
 - c. The reply sent to OSFI must indicate whether or not the requested due date can be met. If the requested due date cannot be met, the Contractor must provide an alternate delivery date that they can commit to. In such a case, the Contractor must wait on OSFI's acceptance of the alternate delivery date before starting the work.
 - d. If the Contractor does not confirm acceptance within the response time, the OSFI's translation coordinators may consider the absence of response as a refusal of the work.
- 3.8.3 OSFI's translation coordinators will determine whether requests for translation are urgent.



Annex B – Basis of Payment

Payment will be made on receipt and acceptance of the Contractor's invoice(s), for all of the work and deliverables outlined in Annex A – Statement of Work.

(To be inserted at contract award)



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada
Gouvernement du Canada

| |
|--|
| Contract Number / Numéro du contrat 20231231 |
| Security Classification / Classification de sécurité |

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
|---|---|---|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine OSFI | | 2. Branch or Directorate / Direction générale ou Direction CESA |
| 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 Translation Services | | |
| 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 checked="" type="checkbox"/> | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable / À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> |
| Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A / PROTÉGÉ A <input 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





| |
|--|
| Contract Number / Numéro du contrat 20231231 |
| Security Classification / Classification de sécurité |

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / 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 / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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



Contract Number / Numéro du contrat

20231231

Security Classification / Classification de sécurité

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

| | | |
|---|---------------|-----------|
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature |
| | | |

| | | | |
|---------------------------------|-----------------------------------|-----------------------------------|------|
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | |

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

| | | |
|---|---------------|-----------|
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature |
| | | |

| | | | |
|---------------------------------|-----------------------------------|-----------------------------------|------|
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | |

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

| | | |
|---|---------------|-----------|
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature |
| | | |

| | | | |
|---------------------------------|-----------------------------------|-----------------------------------|------|
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | |

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

| | | |
|---|---------------|-----------|
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature |
| | | |

| | | | |
|---------------------------------|-----------------------------------|-----------------------------------|------|
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | |



ANNEX D - DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Protected "B" when completed
Protégé « B » lorsque rempli

DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES

FORMULAIRE D'INSCRIPTION AU DÉPÔT DIRECT POUR LES ENTREPRISES

PRIVACY NOTICE The personal information is collected under the Financial Administration Act, ss. 17(1) and 35(2). The information is used and disclosed to relevant federal program(s) and your financial institution for direct deposit purposes. Direct deposit payments can not be made without provision of information requested. Personal information is protected in accordance with the provisions of the *Privacy Act*. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete.

AVIS DE CONFIDENTIALITÉ Les renseignements personnels sont recueillis en vertu de la *Loi sur la gestion des finances publiques*, par. 17(1) et 35(2). Les données sont utilisées et divulguées à des programmes fédéraux pertinents et à votre institution financière aux fins de dépôt direct. Les paiements par dépôt direct ne peuvent être effectués sans que les renseignements requis aient été fournis. Les renseignements personnels sont protégés conformément aux dispositions de la *Loi sur la protection des renseignements personnels*. En vertu de cette loi, toute personne ou entreprise a le droit de demander d'accéder à leurs renseignements personnels et à corriger ces derniers s'ils sont erronés ou incomplets.

Print clearly and in block letters. Please keep the appropriate federal government department informed of any changes to your mailing address. Should the department require clarification on the data you have provided, they will contact you.

Écrivez lisiblement et en lettres moulées. Veuillez informer le ministère fédéral approprié de tout changement d'adresse. Un représentant du ministère communiquera avec vous si des clarifications sur les données que vous avez fournies sont nécessaires.

PART A - PARTIE A

1) Business Name
Nom de l'entreprise

Business Address
Adresse de l'entreprise (Include Unit No., R.R. or P.O. Box - Indiquer le n° d'unité, la route rurale ou la case postale)

Province

City, Town
Ville

Postal Code
Code postal

2) Authorized Representative's Name
Nom du représentant autorisé

Email Address
Adresse courriel

Telephone
Téléphone

Fax
Télécopieur

PART B - PARTIE B

Branch No.
N° de succursale

Institution No.
N° de l'institution

Account No.
N° de compte

Name of Account Holder(s)
Nom(s), titulaire(s) du compte

Financial Institution's Stamp Here
Cachet de l'institution financière ici

PWGSC-TPSGC 8001-600 (2012-05)





How to complete Part B

See example below

- 1. Cheque number - not required.
- 2. Branch number - 5 digits.
- 3. Institution number - 3 digits.
- 4. Account number - as shown on your cheque.

Comment remplir la partie B

Voir l'exemple ci-dessous

- 1. Numéro du chèque - pas nécessaire.
- 2. Numéro de la succursale - 5 chiffres.
- 3. Numéro de l'institution - 3 chiffres.
- 4. Numéro de compte - comme il est indiqué sur votre chèque.

| | | |
|---|--------------------------|---------------------------------------|
| Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0 | Example / Exemple | Cheque No. N° de chèque 0000000 |
| Pay to the order of Payez à l'ordre de | "Void" « NUL » | \$ _____ Dollars |
| | | Signature |

Instead of completing Part B, you can attach a blank cheque for your bank account with "VOID" written on it. DO NOT ENCLOSE ANYTHING OTHER THAN YOUR VOIDED CHEQUE WITH THIS FORM.

Au lieu de remplir la partie B, vous pouvez joindre un spécimen de chèque portant la mention « NUL » au recto. À L'EXCEPTION DE VOTRE SPÉCIMEN DE CHÈQUE, NE JOIGNEZ AUCUN AUTRE DOCUMENT AU PRÉSENT FORMULAIRE.

PART C - PARTIE C

Account Identifier (e.g. vendor code)
Identificateur de compte (p. ex. code de fournisseur)

NOTE:
If you are unsure what account identifier to use, contact the Government of Canada department with whom you do business.

NOTA :
Si vous ne savez pas quel identificateur de compte utiliser, communiquez avec le ministère avec lequel vous faites affaire.

PART D - PARTIE D

I, as an authorized representative of this business, grant the Receiver General for Canada the right to deposit future payment(s) directly into the bank account specified until further notice.

En tant que représentant(e) autorisé(e) de cette entreprise, j'accorde au receveur général du Canada le droit de déposer les prochains paiements directement dans le compte bancaire désigné, et ce, jusqu'à nouvel ordre.

Date (YYYYMMDD)
Date (AAAAMMJJ)

Signature of Authorized Representative
Signature du (de la) représentant(e) autorisé(e)

Preferred Language
Langue de préférence

English
Anglais

Français
Français



Annex E - Resource Certifications

In accordance with Article 6.2 of the Contract, the Contractor's employee(s) or subcontractor(s) must complete and sign the following certifications before they begin the Work or access information connected to the Work.

1. Non-disclosure

I, _____ [*insert resource name*], 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 His Majesty the King in right of Canada, represented by the Superintendent of OSFI and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but is not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

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

_____.

Signature

Date



2. Conflict of Interest

I, _____ *[insert resource name]*, acknowledge that I am employed/hired/engaged by the Contractor, and will assist the Contractor in carrying out the Contractor's duties under the Contract.

In accordance with section 34 and 35 of SACC clause 2010C General conditions: Services (medium complexity), incorporated by reference in section 6.1, General Conditions of the Contract No. _____.

I acknowledge that I will not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further my private interest. I warrant that I have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of my obligations under the Contract. If such a financial interest is acquired during the period of the Contract, I agree that I will immediately declare it to the Contractor who must immediately declare it to the Contracting Authority.

I warrant that no conflict of interest exists or is likely to arise in my performance of the Contract. In the event that I become aware of any matter that causes or is likely to cause a conflict of interest in relation to my performance under the Contract, I must immediately disclose such matter to the Contractor who must immediately declare it to the Contracting Authority in writing.

Conflict of interest means any matter, circumstance, interest, or activity, which may or may appear to impair the ability to perform the Work diligently and independently.

Signature

Date