



**RETURN BIDS TO:**

Office of the Superintendent of Financial  
Institutions  
Procurement and Contracting  
255 Albert Street, 12<sup>th</sup> Floor  
Ottawa, ON  
K1A 0H2  
Email: contracting@osfi-bsif.gc.ca

**REQUEST FOR PROPOSAL  
Proposal To: Office of the  
Superintendent of Financial  
Institutions**

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

**This document contains a Security Requirement**

**Vendor/Firm Name and address**

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

<b>Title</b> Videoconference Maintenance Agreement	
<b>Solicitation No.</b> 20171873	<b>Date</b> February 19, 2018
<b>Client Reference No.</b> 20171873	
<b>GETS Reference No.</b> 20171873	
<b>Solicitation Closes</b> <b>at 02 :00 PM</b> <b>on April 4, 2018</b>	
<b>Time Zone</b> Eastern Standard Time EST	
F.O.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : Craig Kenny, Contracting Officer	
<b>Telephone No.</b> 613-998-9893	<b>FAX No.</b> 613-990-0081
<b>Destination – of Goods, Services, and Construction:</b> See Herein	

**Instructions:**

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



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## **PART 1 – GENERAL INFORMATION**

### **1. Security Requirement**

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

### **2. Statement of Work**

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

### **3. Debriefings**

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



## **PART 2 – BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2. Submission of Bids**

Bids must be submitted only to The Office of the Superintendent of Financial Institutions (OSFI) by the date, time and place indicated on page 1 of the bid solicitation.

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

### **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 15 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **4. 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.

## **5. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

## **6. Extension of Time**

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

## **7. 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

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

- Section I:        Technical Bid (one (1) soft copy via e-mail).
- Section II:       Financial Bid (one (1) soft copy via e-mail).
- Section III:      Certifications (one (1) soft copy via e-mail).

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- 1) use a numbering system that corresponds to the bid solicitation.
- (b) 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.

#### ***For electronic bid:***

- (a) Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.
- (b) 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.

#### **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.

#### **Section III:   Certifications**

Bidders must submit the certifications required under Part 5.





## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- (d) **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder’s sole cost) for the interview to take place at a location specified by Canada.

### 2. Technical Evaluation

#### Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Requirements	Cross-Ref to Proposal	Complies Yes / No
<p><b>M.1</b> The Bidder must demonstrate a minimum of five (5) years of experience within the last seven (7) years from the issuance date of the RFP, in providing technical service support to videoconferencing systems/rooms and bridging solutions from Polycom, Crestron, Extron and other Original Equipment Manufacturing (OEMs) owned and operated in Canada.</p>		
<p><b>M.2</b> The Bidder must provide two (2) corporate references and contact information that can be used to validate the experience demonstrated in M.1.</p>		
<p><b>M.3</b> The Bidder must describe how they will address any sort of transition phase (e.g. from current supplier to successful bidding company) and how the services will be provided during the transition. The Bidder’s response will be further evaluated under rated criteria R1.</p>		
<p><b>M.4</b> The Bidder must provide its contact information for its call centre (toll-free telephone number and email address) that OSFI would contact to initiate services for Incident reports and Technical Support in accordance with section 5 of the SOW.</p>		



<p><b>M.5</b> The Bidder must certify that the technical support must be available 24hrs/day, seven days a week. For Toronto and Vancouver, the provider must provide day-to-day services in English. For Ottawa and Montreal, the provider must provide bilingual day-to-day services (French and English).</p>		
<p><b>M.6</b> The Bidder must have the capability to provide service in each of the cities where OSFI maintains an office as listed in Table 1 of the SOW. These services must be provided by technicians local to each of the four regions (National Capital Region, Toronto, Montreal and Vancouver).</p>		
<p><b>M.7</b> The bidder must be authorized to provide products and services from Polycom.</p>		

**Point Rated Technical Criteria**

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.

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

<b>Rated Criteria</b>	<b>Pass Mark</b>	<b>Score (out of 125)</b>
<p><b>R.1</b> Bidders must sufficiently describe how they will address any sort of transition phase (e.g. from current supplier to successful bidding company) and how the services will be provided during the transition.</p> <ul style="list-style-type: none"> <li>• Proposal does not adequately describe possible transition and provision of service (<b>0 points</b>).</li> <li>• Proposal contains a sufficient level of detail regarding potential transition and service provision (<b>20 points</b>).</li> <li>• Proposal provides comprehensive details regarding any sort of transition and how the services will be provided (<b>30 points</b>).</li> </ul>	<b>20</b>	
<p><b>R.2</b> The bidder should provide up to 3 examples where they demonstrate experience in supporting videoconferencing systems (rooms and bridges) comprising of Polycom, Crestron, Extron and other OEM equipment. The experience must have been acquired within the last five (5) years.</p> <p>Bidders must provide the following details as to, where, when and how the stated experience was acquired per each example:</p> <ol style="list-style-type: none"> <li>1. Where (client name, organization name and address);</li> <li>2. When (start and end dates of the engagement);</li> <li>3. How (details about the work performed during the engagement) the stated experience was obtained;</li> </ol> <p>10 points per Canadian Federal Government departments or Agencies. 5 points per non-government organisation.</p> <p>Up to a maximum of 30 points.</p>	<b>20</b>	



<p><b>R.3</b> The bidder should provide a Technical Support Response Time table matching the severity levels and demonstrating the minimum response times as set in Table 2 of the SOW. Bidders must sufficiently describe how the Bidder will meet the response times set out in the table and how the services and support will be provided.</p> <ul style="list-style-type: none"> <li>• Proposal does not adequately describe how the bidder will meet the response times and provide services and support <b>(0 points)</b>.</li> <li>• Proposal contains a sufficient level of detail regarding how the bidder will meet the response times and provide services and support <b>(10 points)</b>.</li> <li>• Proposal provides comprehensive details regarding how the bidder will meet the response times and provide services and support <b>(20 points)</b>.</li> </ul>	<p><b>10</b></p>	
<p><b>R.4</b> The bidder should provide an On-site Response Time table demonstrating how they meet the minimum response times as set in Table 3 of the SOW. Bidders must sufficiently describe how the Bidder will meet the response times set out in the table and how the services and support will be provided.</p> <ul style="list-style-type: none"> <li>• Proposal does not meet the minimum response times set out in table 3 of the SOW <b>(0 points)</b></li> <li>• Proposal does not adequately describe how the bidder will meet the response times and provide services and support <b>(0 points)</b>.</li> <li>• Proposal contains a sufficient level of detail regarding how the bidder will meet the response times and provide services and support <b>(10 points)</b>.</li> <li>• Proposal provides comprehensive details regarding how the bidder will meet the response times and provide services and support <b>(15 points)</b>.</li> <li>• Proposal contains a sufficient level of detail regarding how the bidder surpasses minimum response times by providing a same-day level service when initial verification is completed that same business day before 10 a.m.: <b>(20 points)</b></li> <li>• Proposal contains a comprehensive level of detail regarding how the bidder surpasses minimum response times by providing a same-day level service when initial verification is completed that same business day before 10 a.m.: <b>(25 points)</b></li> </ul>	<p><b>10</b></p>	
<p><b>R.5</b> The bidder must be authorized to provide products and services from Polycom.</p> <ul style="list-style-type: none"> <li>• Provider demonstrates ability to provide products and services from Polycom: (10 points)</li> <li>• Provider is a Polycom Certified Service Partner (CSP) : (20 points)</li> </ul>	<p><b>10</b></p>	
<p style="text-align: right;"><b>Total:</b></p>	<p><b>Min pass mark:</b> <b>70</b></p>	<p style="text-align: right;"><b>/125</b></p>



### 3. Financial Evaluation

Initial period from April 1, 2018 to March 31, 2019

Initial period from April 1, 2018 to March 31, 2019*	Number of Rooms (A)	Firm Fixed Annual Rate per room** (B)	Extended price (C) C = A x B
Room Type A (See Appendix A and B to the SOW)	15	\$	\$
Room Type B (See Appendix A and B to the SOW)	8	\$	\$
Ottawa MPR (See Appendix A and B to the SOW)	1	\$	\$
Toronto Salon A & B (See Appendix A and B to the SOW)	1	\$	\$
Bridge (See Appendix B to the SOW)	1	\$	\$
<b>TOTAL INITIAL PERIOD</b>			<b>\$</b>

\*Note that OSFI reserves the right to increase/decrease the number of rooms (column A) each period and will be reflected via amendments to the contract in the basis of payment.

\*\*The Firm Fixed Annual Rate will be divided by 12 and will be paid at the end of each month.

Option period 1: From April 1, 2019 to March 31, 2020

Period from April 1, 2019 to March 31, 2020*	Number of Rooms (A)	Firm Fixed Annual Rate per room** (B)	Extended price (C) C = A x B
Room Type A (See Appendix A and B to the SOW)	15	\$	\$
Room Type B (See Appendix A and B to the SOW)	8	\$	\$
Ottawa MPR (See Appendix A and B to the SOW)	1	\$	\$
Toronto Salon A & B (See Appendix A and B to the SOW)	1	\$	\$
Bridge (See Appendix B to the SOW)	1	\$	\$
<b>TOTAL INITIAL PERIOD</b>			<b>\$</b>

\*Note that OSFI reserves the right to increase/decrease the number of rooms (column A) each period and will be reflected via amendments to the contract in the basis of payment.

\*\*The Firm Fixed Annual Rate will be divided by 12 and will be paid at the end of each month.

Option period 2: From April 1, 2020 to March 31, 2021

Initial period from April 1, 2020 to March 31, 2021*	Number of Rooms (A)	Firm Fixed Annual Rate per room** (B)	Extended price (C) C = A x B
Room Type A (See Appendix A and B to the SOW)	15	\$	\$
Room Type B (See Appendix A and B to the SOW)	8	\$	\$
Ottawa MPR (See Appendix A and B to the SOW)	1	\$	\$
Toronto Salon A & B (See Appendix A and B to the SOW)	1	\$	\$
Bridge (See Appendix B to the SOW)	1	\$	\$
<b>TOTAL INITIAL PERIOD</b>			<b>\$</b>

\*Note that OSFI reserves the right to increase/decrease the number of rooms (column A) each period and will be reflected via amendments to the contract in the basis of payment.

\*\*The Firm Fixed Annual Rate will be divided by 12 and will be paid at the end of each month.



**Option period 3: From April 1, 2021 to March 31, 2022**

Initial period from April 1, 2021 to March 31, 2022*	Number of Rooms (A)	Firm Fixed Annual Rate per room** (B)	Extended price (C) C = A x B
Room Type A (See Appendix A and B to the SOW)	15	\$	\$
Room Type B (See Appendix A and B to the SOW)	8	\$	\$
Ottawa MPR (See Appendix A and B to the SOW)	1	\$	\$
Toronto Salon A & B (See Appendix A and B to the SOW)	1	\$	\$
Bridge (See Appendix B to the SOW)	1	\$	\$
<b>TOTAL INITIAL PERIOD</b>			<b>\$</b>

\*Note that OSFI reserves the right to increase/decrease the number of rooms (column A) each period and will be reflected via amendments to the contract in the basis of payment.

\*\*The Firm Fixed Annual Rate will be divided by 12 and will be paid at the end of each month.

**Total Evaluated Price** = Initial Period + Option Period 1 + Option Period 2 + Option Period 3

**4. Basis of Selection**

**Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria; and
  - (c) obtain the required minimum of 70 points overall for the technical evaluation criteria.  
The rating is performed on a scale of 125 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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



<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.7
<b>Overall Rating</b>		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

## 5. Security Requirement

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

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

5.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

5.3 For additional information on security requirements, bidders should consult the “Security screening for government contracts” (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>).



## 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

#### 1.2 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 1.3 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.

#### 1.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the



purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## **1.5 Education and Experience**

### **1.5.1 SACC Manual clause A3010T (2010-08-06) Education and Experience**





## PART 6 – RESULTING CONTRACT CLAUSES

### 1. Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

"Device" means any equipment listed in Appendix A and B of the Statement of Work.

"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

- If the Contractor does not have the required security screening and is required to come onsite, the Contractor **MUST** be escorted at all times by an OSFI employee, while on OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction
- The Contractor **MUST NOT** have access to **PROTECTED** information while working on this contract, and must ensure that its personnel are made aware of and comply with this restriction.
- The Contractor **MUST NOT** remove any **PROTECTED** information from OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.
- The Contractor **MUST NOT** utilize its Information Technology (IT) systems to electronically process, produce or store **PROTECTED** information, at any time, as part of this contract.

### Definitions:

**Protected** information refers to specific provisions of the *Access to Information Act* and the *Privacy Act* and applies to sensitive personal, private, and business information.

(Source: Treasury Board of Canada Secretariat)

## 3. Statement of Work

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

## 4. Standard Clauses and Conditions

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

### 4.1 General Conditions

[2010B](#) (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 4.2 Additional General Conditions

4008 (2008-12-12) Personal Information apply to and form part of the Contract.

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

### 4.3 Annexes

All Annexes apply to and form part of the Contract.



## 5. Term of the Contract

### Period of Contract

The Work is to be performed during the period of contract award to 31-03-2019.

### Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-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 at least 2 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6. Authorities

### Contracting Authority

The Contracting Authority for the Contract is:

Name: Craig Kenny  
Title: Contracting Officer  
Office of the Superintendent of Financial Institutions  
Contracting, Procurement and Asset Management  
255 Albert Street, 12<sup>th</sup> Floor  
Ottawa, ON K1A 0H2

Telephone: 613-998-9893  
Facsimile: 613-990-0081  
E-mail Address: [contracting@osfi-bsif.gc.ca](mailto: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.

### Technical Authority [To be inserted at contract award]

The Technical Authority for the Contract is:

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

Telephone:



Facsimile: [REDACTED]

E-mail Address: [REDACTED]

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

### **Contractor's Representative [To be inserted at contract award]**

Name: [REDACTED]

Title: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

E-mail address: [REDACTED]

### **Contractor's Emergency contact (If different from contractor representative) [To be inserted at contract award]**

Name: [REDACTED]

Title: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

E-mail address: [REDACTED]

## **7. Proactive Disclosure of Contracts with Former Public Servants**

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

## **8. Payment**

### **8.1 Basis of Payment**

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

### **8.2 Limitation of Expenditure**

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



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

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

### 8.3 Method of Payment - Monthly Payment

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

### 8.4 Time Verification

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

### 8.5 SACC Manual Clauses

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

## 9. Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the monthly progress report.

9.2 Invoices must be distributed as follows:

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



*[To be inserted at contract award]*

Office of the Superintendent of Financial Institutions  
255 Albert St, 12<sup>th</sup> Floor  
Ottawa, ON K1A 0H2

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

## 10. Certifications

### 10.1 Compliance

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

## 11. Applicable Laws

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

## 12. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) [2010B](#) (2016-04-04) General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Confidentiality Agreement;
- (g) the Contractor's bid dated \_\_\_\_\_ (*to be inserted at contract award*)

## 13. Professional Services – General

- 13.1 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.

- 13.2 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).
- 13.3 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.
- 13.4 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 Technical Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- 13.5 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.

#### **14. Safeguarding Electronic Media**

- 14.1 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.
- 14.2 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.

#### **15. 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.

## 16. Confidentiality of Information

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

## 17. Dispute Resolution Services

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

## 18. Contract Administration





The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## Annex A – Statement of Work

### 1. Introduction

The Office of the Superintendent of Financial Institutions (OSFI) regulates and supervises financial institutions and private pension plans subject to federal oversight, to help minimize undue losses to depositors and policyholders and, thereby, to contribute to public confidence in the Canadian financial system.

### 2. Objective

OSFI has a requirement for the provision and maintenance of its videoconference equipment infrastructure. This includes the monitoring, preventive and corrective maintenance, support and ad hoc work requirements for OSFI’s four locations across Canada as described in Table 1.

<b>Table 1: OSFI’s four locations (Service Addresses)</b>	
	Address
1	255 Albert Street, Ottawa, Ontario K1A 0H2
2	121 King Street, Toronto, Ontario M5H 3T9
3	105 Rue McGill, Montreal, Quebec H2Y 2E7
4	1095 West Pender St. Vancouver, British Columbia V6E 2M6

The Contractor (Service Provider) must provide maintenance and support for OSFI’s videoconference equipment as well as licensing and software maintenance of said equipment (e.g. Polycom range of hardware and software; HDX 8000 and Group Series 500 Endpoint Codecs, RMX 2000, Platform Director, RPRM, DMA, etc).

Appendix A of this SOW defines the existing videoconference room types

Appendix B of this SOW lists all videoconference rooms and other Polycom equipment and licensing to be covered by the Service Provider. It also lists the initial term period.

During the period of service, OSFI may add new rooms or locations to be covered under this agreement. The Service Provider will cover these additional services in consultation with OSFI.

### 3. Scope of Work

The Service Provider must provide maintenance, licensing and software updates on an as and when requested basis for the videoconference equipment at OSFI over the period of the contact.



#### 4. Tasks and Deliverables

Work under this contract is comprised of the supply of all labour, materials, tools, equipment, transportation and supervision necessary for the inspection, testing, certification, maintenance and repairing of existing videoconference equipment. Such work will also include the installation of new equipment and service systems on an “as and when requested/required” basis.

#### 5. Technical Support

For all audio-visual and videoconference equipment covered by this contract, upon receipt of an Incident report or upon request from OSFI by email or phone, the Service Provider must provide remote guidance and advice by telephone, email, or screen sharing, enabling the OSFI to troubleshoot, manage and resolve Incidents related to those Devices. A trouble ticket must be created by the Service Provider’s Service Desk from the Incident report or request, upon which the Service Provider classifies the Incident according to Severity Level and responds within the response times in Table 2. **Technical Support must be available 24 hours a day**, seven days a week, including holidays.

<b>Table 2: Service Provider Technical Support - Minimum Response Times</b>	
<b>Severity Level</b>	<b>Minimum Response Time</b>
<p><b>1 – Urgent:</b> An Incident that renders the Equipment unusable or results in the inability of all end users to use the Device. No immediate work-around is available.</p>	<p>Service Provider technical staff begins work on the Incident immediately and updates the Customer on status within 30 minutes from creation of a trouble ticket. Service Provider gives the Customer a further update and confirmation of whether the Incident is a Device failure or not within one hour from creation of a trouble ticket</p>
<p><b>2 – High:</b> An Incident causing a partial outage or major degradation of Device functionality, or which results in the inability of some end users to use the Device. A work-around is limited or not available.</p>	<p>Service Provider technical staff begins work on the Incident and updates the Customer on status within one hour from creation of a trouble ticket. Service Provider gives the Customer a further update and confirmation of whether the Incident is a Device failure within four hours from creation of a trouble ticket.</p>
<p><b>3 – Medium:</b> A sporadic or isolated Incident causing a minor degradation of the Device impacting a limited number of end users. A work-around is available or not required.</p>	<p>Service Provider technical staff begins work on the Incident and updates the Customer on status by 10:00 a.m. on the next available Business Day post creation of the trouble ticket.</p>
<p><b>4 – Low:</b> An Incident that has none or no immediate effect on the Device or the business of the Customer but requires resolution.</p>	<p>Service Provider technical staff begins work on the Incident and updates the Customer on status 12:00 noon on the next available Business Day post creation of the trouble ticket.</p>



**5.1. Contact information [To be inserted at contract award]**

<b>Contact Information for Incident Reports and Technical Support</b>	
Toll-free telephone number	
Email Address	

**6. Onsite Maintenance**

The Service Provider must provide on-site assistance as described in this section.

When the Service Provider verifies, upon receiving an Incident report or providing Technical Support (in accordance with Section 5 above), that on-site diagnosis is required to assist in resolution of an Incident. The Service Provider must dispatch a technician to the Service Address to perform Incident diagnosis and must make a reasonable effort to dispatch the technician within the response times in Table 3. When dispatching a technician, the Service Provider must contact OSFI to arrange access to the Device at the Service Address. Response times will not apply if a delay in the performance by the Service Provider of any obligation under the Contract is caused by an event that is beyond the reasonable control of the Contractor, such as not being able to access the Device.

<b>Table 3: Onsite Maintenance Minimum Response Times</b>
<p>When Initial verification is complete:</p> <ul style="list-style-type: none"> <li>• before 3:00 p.m. on a Business Day, the Service Provider dispatches a technician to perform Incident diagnosis or repair at the Service Address on the next available Business Day, or</li> <li>• after 3:00 p.m. on a Business Day, the Service Provider dispatches a technician to perform Incident diagnosis or repair at the Service Address on the second Business Day post the day on which the Service Provider completed initial verification.</li> </ul>

**6.1. Emergency onsite Maintenance**

Under emergency situations (Specifically Urgent/High Severity Levels in Montreal and Vancouver), OSFI reserves the right to have a technician dispatched without initial verification from technical support, at no additional costs. Response times as specified in Table 3 to apply.

**7. Original Equipment Manufacturer warranty**

If a faulty Device is the cause of the issue(s) and a replacement Device or repair is required, the Service Provider will verify, validate and orchestrate any warranty claims with the OEMs on OSFI's behalf. The Service Provider must remove the defective Device from service and give it to OSFI. OSFI is then responsible for packaging, shipping and insuring the defective Device for delivery to the OEM.

When the replacement Device has been delivered to the Service Address whether supplied by the OEM under warranty, by OSFI from its spare pool, or by purchase from the Service Provider, the Service Provider must dispatch a technician to the Service Address (as per Table 3 based on room availability to be confirmed by OSFI). Upon arrival, the Service Provider technician must install the replacement Device, apply the previous working configuration as specified by OSFI, and to ensure the Device is working as expected.



## **8. Polycom Technical Support, Software Updates and Licensing**

For Polycom Devices covered under this contract, the Service Provider must provide access to Polycom's technical support web site at no additional charge, and, through that web site, access to minor version updates for Software Devices and firmware installed on Hardware Devices.

The Service Provider is also responsible for reviewing the available software and hardware updates, for determining the specific software and firmware updates and patches that must be installed as well as for downloading, installing, and configuring the updates on the videoconference equipment.

The Service Provider is also responsible for all required licensing from Polycom for the equipment listed in Annex B.

## **9. Polycom Replacement Devices**

When available from Polycom, the Service Provider must provide a replacement Device at no additional cost. Once installed, the Service Provider must update OSFI to identify the replacement Device, which replaces the original or replaced Device under this Agreement to co-term with all other existing Devices.

## **10. Travel**

OSFI will not reimburse any travel costs related or required by the Service Provider to perform the work within this contract.

## **11. Language Requirements**

- The Service Provider must provide day to day services in English within the Toronto and Vancouver offices.
- The Service Provider must provide bilingual day-to-day services within the National Capital Region and Montreal offices.

## **12. Method of Acceptance**

All deliverables and services rendered under the contract are subject to inspection by the Technical Authority. The Technical Authority has the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.



## APPENDIX A: EXISTING OSFI VIDEOCONFERENCE ROOM TYPES

There are two types of videoconference rooms (VC Rooms) at OSFI – Integrated and non-integrated. These are explained in the following Table 4.

<b>Table 4: Room Types</b>	
<b>ROOM TYPE</b>	<b>DESCRIPTION</b>
VC Room – Type A (Non-Integrated)	<ul style="list-style-type: none"> <li>• Single or Dual display or projector(s)</li> <li>• Polycom Codec (HDX 8000 or Group Series 500)               <ul style="list-style-type: none"> <li>○ Eagleeye camera</li> <li>○ Microphone (table or ceiling);</li> </ul> </li> <li>• Laptop input (transmitter/receiver and table cubby);</li> <li>• Amplifier, loudspeakers and other parts of the audio;</li> <li>• Misc cables and items</li> </ul> <p>Non-integrated system (no centralized touch panel control)</p>
VC Room – Type B (Integrated)	<ul style="list-style-type: none"> <li>• Single or Dual display or projector(s)</li> <li>• Polycom Codec               <ul style="list-style-type: none"> <li>○ Eagleeye camera(s)</li> <li>○ 8-12 push-to-talk microphones push-to-talk table microphones (some exceptions, see Table 5)</li> </ul> </li> <li>• Laptop input (transmitter/receiver and table cubby)</li> <li>• Touch panel (Extron TSWs or other)</li> <li>• Central AV presentation and video switching system</li> <li>• Integrated control system</li> <li>• Audio DSP (Polycom SoundStructure or other)</li> <li>• Amplifiers, loudspeakers and other parts of the audio;</li> <li>• Misc cables and items</li> </ul> <p>Ottawa MPR and Toronto Salon A&amp;B also have additional equipment:</p> <ul style="list-style-type: none"> <li>• Lectern Podium with confidence monitors;</li> <li>• Gooseneck Microphones;</li> <li>• Wireless Lapel Microphones;</li> <li>• Wireless handheld and revolab microphones;</li> <li>• Extron HD Recorders.</li> </ul>

**APPENDIX B: EXISTING OSFI VIDEOCONFERENCE SERVICE AND EQUIPMENT AS OF ISSUANCE OF RFP****OSFI Videoconference Rooms\***

<b>Location</b>	<b>Floor</b>	<b>Room Name</b>	<b>Room Type</b>	<b>Polycom Codec Model</b>	<b>Start Date of initial period</b>	<b>End Date for initial period</b>
Montreal	6	Montreal Main Boardroom	B	HDX 8000HD x 2	April 1, 2018	March 31, 2019
Montreal	6	Montreal Small Boardroom	A	HDX 8000HD	April 1, 2018	March 31, 2019
Ottawa	11	Ottawa 11th Floor 11SE03	A	Real Presence 500	April 1, 2018	March 31, 2019
Ottawa	12	Admin Services 12LAB1	A	HDX 8000HD	April 26, 2018	March 31, 2019
Ottawa	13	Ottawa 13SE12	A	Real Presence 500	April 26, 2018	March 31, 2019
Ottawa	14	Ottawa 14th Floor 14SW42	A	HDX 8000HD	April 1, 2018	March 31, 2019
Ottawa	15	Ottawa 15NW41	A	Real Presence 500	April 26, 2018	March 31, 2019
Ottawa	15	Ottawa 15NE41	A	Real Presence 500	April 26, 2018	March 31, 2019
Ottawa	16	Ottawa 16th Floor Video Conference	B	Real Presence 500	April 1, 2018	March 31, 2019
Ottawa	16	Ottawa 16th Floor MPR	B	HDX 8000HD x 2	April 1, 2018	March 31, 2019
Ottawa	16	IT 16LAB1	A	HDX 8000HD	April 1, 2018	March 31, 2019
Ottawa	16	Ottawa Executive Boardroom	B	HDX 8000HD	April 1, 2018	March 31, 2019
Toronto	14	Toronto 14th Floor 14NE04	A	Real Presence 500	April 1, 2018	March 31, 2019
Toronto	15	Toronto 15th Floor 15SW03	A	Real Presence 500	April 1, 2018	March 31, 2019
Toronto	15	Toronto 15th Floor 15SW37	B	Real Presence 500	April 1, 2018	March 31, 2019
Toronto	19	Toronto 19th Floor Salon A	B	HDX 8000HD	May 31, 2018	March 31, 2019
Toronto	19	Toronto 19th Floor Salon B	B	HDX 8000HD	May 31, 2018	March 31, 2019
Toronto	22	Toronto 22nd Floor L&D Training Room	B	HDX 8000HD	April 1, 2018	March 31, 2019
Toronto	22	Toronto 22nd Floor 22N08	B	Real Presence 500	April 1, 2018	March 31, 2019
Toronto	23	Toronto 23rd Floor 23SW41	A	HDX 8000HD	April 1, 2018	March 31, 2019
Toronto	23	Toronto 23rd Executive Boardroom	A	Real Presence 500	April 1, 2018	March 31, 2019
Toronto	24	Toronto 24th Floor 24N01	B	Real Presence 500	April 1, 2018	March 31, 2019
Toronto	24	Toronto 24th Floor 24SE47	A	Real Presence 500	July 27, 2018	March 31, 2019
Toronto	25	Toronto 25th Floor South Pacific	B	HDX 8000HD	April 1, 2018	March 31, 2019
Vancouver	3	Vancouver Main Boardroom	A	HDX 8000HD	April 1, 2018	March 31, 2019
Vancouver	3	Vancouver Small Boardroom (New)	A	HDX 8000HD	April 1, 2018	March 31, 2019

\*The final list of Devices may change and will be confirmed by OSFI prior to contract award.



APPENDIX B: Continued

<b>Additional Polycom Equipment (bridge)</b>					
<b>Location</b>	<b>Floor</b>	<b>Room</b>	<b>Model</b>	<b>Start Date under this contract (Initial period)</b>	<b>End Date under this contract (Initial period)</b>
Ottawa	13	OSFI Bridge	RMX 2000 MPMRx 30 HD system	April 1, 2018	March 31, 2019
			RPCS 2000 SVC		
			E1 T1 INTERFACE CARD		
			DMA Virtual Edition (50 Call)		
			RPRM Virtual Edition (50 call)		





## **Annex B – Basis of Payment**

*To be inserted at contract award*



### Annex C – Security Requirements Check List



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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
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 Maintenance of videoconference equipment, rooms and bridge. Troubleshooting to be done remotely (phone/email) and also on site, on an as-needed basis.			
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 checked="" type="checkbox"/> No Non	<input 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 type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input 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 SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET 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





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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  No  Yes

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  No  Yes

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

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

- RELIABILITY STATUS / COTE DE FIABILITÉ
- CONFIDENTIAL / CONFIDENTIEL
- SECRET / SECRET
- TOP SECRET / TRÈS SECRET
- TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
- NATO CONFIDENTIAL / NATO CONFIDENTIEL
- NATO SECRET / NATO SECRET
- COSMIC TOP SECRET / COSMIC TRÈS SECRET
- SITE ACCESS / ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux : Technicians come on a as-needed basis to work in videoconference boardrooms

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

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

10. b) May unscreened personnel be used for portions of the work?  No  Yes

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  No  Yes

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

11. b) Will the supplier be required to safeguard COMSEC information or assets?  No  Yes

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  No  Yes

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  No  Yes

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  No  Yes

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

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Security Classification / Classification de sécurité





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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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

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

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

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

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

Name (print) - Nom (en lettres moulées)		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 – Confidentiality Agreement**

**Re: CONTRACT NUMBER:**

**WHEREAS** the undersigned is an employee (officer) (director) of the Contractor;

**AND WHEREAS** for the purpose of enabling the undersigned to carry out duties or functions as they relate to the work under the contract, the Contractor may from time to time disclose to him/her information.

**NOW THEREFORE** the undersigned undertakes and agrees as follows:

1. The undersigned agrees to treat as confidential the information and agrees not to disclose the information to any other person.
2. The confidentiality obligation imposed by section 1 shall not apply where:
  - (i) the information was known to the undersigned prior to disclosure under the contract by the Contractor;
  - (ii) the information is, at the time of disclosure under the contract, part of the public domain;
  - (iii) the information after the time of disclosure, becomes part of the public domain other than by disclosure by the undersigned;
  - (iv) the information is the same as information which has come to the undersigned from a third party who is not under a similar agreement or obligation of confidentiality to Canada;
  - (v) the undersigned is required to disclose the information by law, including pursuant to an order of a court of competent jurisdiction; or
  - (vi) Canada has approved the disclosure of the information.
3. The terms "work", and "Canada" shall have the meanings ascribed to them by the contract.

**IN WITNESS WHEREOF** the undersigned has executed this Undertaking this \_\_\_\_ day of \_\_\_\_\_, 2018.

CONTRACTOR

WITNESS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name