



RETURN BIDS TO:

Office of the Superintendent of Financial
Institutions
Procurement and Contracting
255 Albert Street, 12th 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, 12th Floor
Ottawa, ON
K1A 0H2

Title Collective Agreement Negotiator	
Solicitation No. 20182044	Date February 5, 2019
Client Reference No. 20182044	
GETS Reference No. -	
Solicitation Closes at 02 :00 PM on March 18, 2019	Time Zone 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 : Aleksandra Green, Senior Contracting Officer	
Telephone No. 613-990-5925	
Destination – of Goods, Services, and Construction: See Herein	

Instructions:

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



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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 Office of the Superintendent of Financial Institutions Canada (OSFI), in Ottawa, has a requirement for a consultant to fill the role of Negotiator, Collective Agreements to lead the Collective Bargaining process for OSFI. The work includes the development of approaches to support collective bargaining, negotiation and finalization of collective agreements, the provision of support to management in the application of terms and conditions of employment, and the provision of advice on managing in a unionized environment in the Public Service of Canada.

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

3. Debriefings

After contract award, 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](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2018-05-22) 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.

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.

Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

2.1 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 2 business 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 3 business 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

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

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

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

Section III: Certifications (1 soft copy via email)

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:

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 Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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.

The Bidder must propose two resources. The Bidder must propose one resource to be the primary resource performing the services as outlined in Annex “A” Statement of Work. The bidder must propose a second resource to act as a designated backup to the primary resource in the event that the primary resource is unavailable to respond to a specified deadline. The Bidder must identify in their bid which proposed resource is the primary and which proposed resource is the designated backup. Each resource will be evaluated separately against all mandatory and point rated criteria (i.e. the experience of the two resources cannot be combined to meet the requirements of the RFP).

MANDATORY REQUIREMENTS	COMPLIES YES/NO	CROSS REFERENCE TO PROPOSAL
The Bidder		
M.1 – The Bidder must provide a statement that all of the terms and conditions of the Statement of Work (SOW) have been read, understood, and are accepted.		
The Bidder’s Proposed Resources (one main and one backup)		
M.2 – The Bidder’s Proposed Resource must be bilingual. Bilingual		



<p>means that the individual must be able to communicate orally and in writing, in both official languages, without any assistance and with minimal errors. A statement to this effect must be provided in the proposal.</p>		
<p>M.3 – The Bidder must provide two (2) references for the proposed resource (One reference from a client that would fit within the same or similar legislative structure as OSFI and one reference from a Bargaining agent Representative).</p> <p>Please include the following information for each reference:</p> <p>Reference #:</p> <p>Name:</p> <p>Title:</p> <p>Organization:</p> <p>Phone:</p> <p>Email:</p>		
<p>M.4 - The Bidder's Proposed Resource must have experience in a minimum of two (2) rounds of Collective Bargaining for a separate employer within the Federal Public Service of Canada.</p> <p>This experience will be further evaluated under R4.</p>		

1.1.2 Point Rated Technical Criteria

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

The maximum point score for rated requirements is 100 per resource. A minimum score of 70% (70 of 100 points) in the Rated Requirements must be achieved by each resource to remain compliant.

In this section, details should be provided regarding the qualifications, relevant experience and expertise of the proposed resource. The experience of the proposed resource must be clearly identified by providing a summary/description of the previous projects worked on, and indicating when the work was carried out and the client.

The evaluation of the experience will focus on the following:

Number	Point Rated Evaluation Criteria	Cross Ref#	Scoring
The Bidder			
R.1	The Bidder should have experience in the management of third party processes, including the preparation of positions and the representation of the employer		/10



	2 points for each year of experience within the past 5 years, as of the issuance date of this RFP, up to a maximum of 10 points.								
The Bidder's Proposed Resources									
R.2	<p>The Bidder's Proposed Resource should have experience in Collective Bargaining as a lead Negotiator within the federal public service of Canada.</p> <p>2 points for each year of experience within the past 5 years, as of the issuance date of this RFP, up to a maximum of 10 points.</p>		/10						
R. 3	<p>The Bidder's Proposed Resource should have experience with the requirements for collective bargaining as identified in the Public Service Labour Relations Act in order to provide advice to management in support of collective bargaining.</p> <p>2 points for each year of experience within the past 5 years, as of the issuance date of this RFP, up to a maximum of 10 points.</p>		/10						
R.4	<p>The Bidder's Proposed Resource should have experience obtaining mandates from TBS. For each experience described in M4, the Bidder must describe the approach taken, the challenges faced and the outcome. Each experience will be assessed based on the scale below.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 5%; text-align: center;">0</td> <td>Information provided does not address the criteria. Bidder receives 0% for the available points for this element.</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Information provided demonstrates an understanding that is relevant to the stated criteria. Bidder receives 50% of the available points for this element.</td> </tr> <tr> <td style="text-align: center;">20</td> <td>Information provided demonstrates a full understanding of all elements of the rated criteria. Bidder receives 100% of the available points for this element.</td> </tr> </table> <p>Maximum 20 points</p>	0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.	10	Information provided demonstrates an understanding that is relevant to the stated criteria. Bidder receives 50% of the available points for this element.	20	Information provided demonstrates a full understanding of all elements of the rated criteria. Bidder receives 100% of the available points for this element.		/20
0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.								
10	Information provided demonstrates an understanding that is relevant to the stated criteria. Bidder receives 50% of the available points for this element.								
20	Information provided demonstrates a full understanding of all elements of the rated criteria. Bidder receives 100% of the available points for this element.								
R.5	<p>The Bidder's Proposed Resource should have experience in the provision of strategic advice to Director General level and above on labour relations and collective bargaining issues.</p> <p>2 points for each year of experience within the past 5 years, as of the issuance date of this RFP, up to a maximum of 10 points.</p>		/10						
R.6	<p>The Bidder's Proposed Resource should have experience with and knowledge of compensation structures and principles. The Bidder must describe the proposed resource's experience in the implementation of innovative compensation structures within the Public Service of Canada.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 5%; text-align: center;">0</td> <td>Information provided does not address the criteria. Bidder receives 0% for the available points for this element.</td> </tr> </table>	0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.		/20				
0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.								



	10	Information provided demonstrates an understanding that is relevant to the stated criteria. Bidder receives 50% of the available points for this element.		
	20	Information provided demonstrates a full understanding of all elements of the rated criteria. Bidder receives 100% of the available points for this element.		
	Maximum 20 points			
R.7	The Bidder's Proposed Resource should have experience with and knowledge of preparing for and presenting at binding arbitration/binding conciliation hearings. The Bidder must describe the proposed resource's experience with binding arbitration/binding conciliation cases within the Public Service of Canada.			/20
	0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.		
	10	Information provided demonstrates an understanding that is relevant to the stated criteria. Bidder receives 50% of the available points for this element.		
	20	Information provided demonstrates a full understanding of all elements of the rated criteria. Bidder receives 100% of the available points for this element.		
	Maximum 20 points			

2. Basis of Selection

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum of 70 points overall per resource for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 200 points.

2.2 Bids not meeting (a), (b) and (c) will be declared non-responsive.

2.3 The evaluation 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.



- 2.4 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 %.
- 2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 155 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/155	89/155	92/155
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/155 \times 70 = 51.94$	$89/155 \times 70 = 40.19$	$92/155 \times 70 = 41.55$
Pricing Score	$((45-55)/45) + 1 \times 30 = 23.33$	$((45-50)/45) + 1 \times 30 = 26.67$	$((45-45)/45) + 1 \times 30 = 30.00$
Combined Rating	75.27	66.86	71.55
Overall Rating	1st	3rd	2nd

3. Security Requirement

3.1 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.

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

3.3 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.



PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. 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.

1.1.1. 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.

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.

1.1.2. Education and Experience

1.1.2.1. SACC Manual clause A3010T (2010-08-16)



PART 6 – RESULTING CONTRACT CLAUSES

1. Interpretation

In the Contract, unless the context otherwise requires:

"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 these 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, these 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. Contractor personnel requiring access to PROTECTED information, assets or work site(s) of Her Majesty must each hold a valid personnel security screening at the requisite level of Reliability Status or higher, granted or approved either by Canadian Industrial Security Directorate (CISD), PWGSC or by Departmental Security Officer (DSO) / delegated security authority for the Office of the Superintendent of Financial Institutions (OSFI). This screening must be maintained at all times during the performance of the Contract/Standing Offer.
2. Contractor personnel MUST use OSFI IT equipment for processing, storing and sending/receiving electronic Protected information, and that its personnel are made aware of and comply with this restriction.



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](http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

4.1 General Conditions

2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4.2 Supplemental General Conditions:

4007 (2010-08-16) Canada 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

5.1 Period of Contract

The period of the Contract is from date of Contract award to March 31, 2020, inclusive.

5.2 Options

5.2.1. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one year periods, under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 3 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

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Aleksandra Green
Title: Senior Contracting Officer
Office of the Superintendent of Financial Institutions
Contracting, Procurement and Asset Management
255 Albert Street, 12th Floor
Ottawa, ON K1A 0H2

Telephone: 613-990-5925
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.

6.2 Project Authority

The Project Authority for the Contract is: **(will be inserted at Contract Award)**

Name: [REDACTED]
Title: [REDACTED]
Office of the Superintendent of Financial Institutions
Address: [REDACTED]

Telephone: [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.

6.3 Contractor's Representative **(will be inserted at Contract Award)**

Name: [REDACTED]
Title: [REDACTED]
Telephone: [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 _____ **(to be inserted at Contract award)**. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

8.2 Limitation of Expenditure

8.2.1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

8.2.4. Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ _____ **(to be inserted at Contract award)**.

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 release document and any other documents as specified in the Contract.

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.

Office of the Superintendent of Financial Institutions
255 Albert St, 12th 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 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 (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.;
- (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) Annex E, Persons on Contract – Responsibility for Insurance
- (h) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarifications or amendment(s)*)

13. Joint Venture Contractor (*if applicable*)

13.1 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)

13.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

13.2.1. _____ 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;

13.2.2. _____ 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

13.2.3. _____ all payments made by Canada to the representative member will act as a release by all the members.

13.3 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.

13.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

13.5 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.

13.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

14. Professional Services – General

14.1 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.



- 14.2** 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).
- 14.3** 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.
- 14.4** 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 Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- 14.5** 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.

15. Safeguarding Electronic Media

- 15.1** 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.
- 15.2** 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.

16. 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.

17. Confidentiality of Information

- 17.1** 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.
- 17.2** 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.



17.3 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

18. 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.

19. 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.



Annex A – Statement of Work

1. Introduction

The Office of the Superintendent of Financial Institutions (OSFI) requires the services of an experienced negotiator to lead Collective Bargaining Services. Detailed information about the Office of the Superintendent of Financial Institutions (OSFI), including our mission and objectives, history, organization and how we regulate can be found at OSFI's website – www.osfi-bsif.gc.ca .

2. Objective

The objective is to have an external negotiator lead the Collective Bargaining process for OSFI including the development of approaches to support collective bargaining, negotiation and finalization of collective agreements, the provision of support to management in the application of terms and conditions of employment, and the provision of advice on managing in a unionized environment in the Public Service of Canada.

3. Scope of Work

The work includes: Treasury Board Secretariat liaison activities, approval of collective bargaining mandates, preparation of management positions and proposals, face to face negotiations, co-ordination of; ratification, and signing of collective agreements, fact finding, conciliation and mediation.

4. Tasks

The Contractor must perform the following tasks on an as-and-when-requested basis:

- Treasury Board Secretariat Liaison Activities
- Assistance as required with submission of and approval of Collective Bargaining Mandate (OSFI, Treasury Board Secretariat)
- Preparation of Management Positions and Proposals
- Bargaining Team (structure, training)
 - coordination and training of the OSFI management bargaining team throughout the negotiation process related to content of positions being proposed, collective bargaining process steps, conduct during meetings.
 - team and consensus building on OSFI management positions
- Face to Face Negotiations
 - acting as chief spokesperson and chief OSFI representative
 - preparation of bargaining positions
 - management of timing and pace of negotiations
 - development of table strategy
 - management of communications with the union
 - oversee the production of detailed notes, minutes and bargaining records
 - preparation of proposed articles, revised articles and articles for signing
 - preparation of memoranda of agreement
- Finalizing and Signing of Collective Agreements- preparation of formal signature documents in both official languages
 - Co-ordination of Ratification and obtaining authority to enter into collective agreements (OSFI, Treasury Board, Privy Council)
 - presentation of recommended collective agreement provisions
 - preparation of cost impact analysis



- preparation of material to seek final approvals (OSFI, Treasury Board, Minister of Finance, Privy Council)
- Fact Finding
 - preparation of briefs, submissions and arguments to third parties
 - acting as spokesperson and OSFI representative
- Conciliation/Arbitration
 - preparation of positions and arguments
 - acting as spokesperson and OSFI representative
- Mediation
 - preparation of positions and arguments
 - acting as spokesperson and OSFI representative

It should be noted that time frames for deliverable completion and approval may vary. The Contractor must be available to provide services on an “as-and-when requested” basis and to respond with deadlines as short as a half a day. If the resource is not available to respond within the specified time, the backup resource must be made available.

It should also be noted that some meetings and negotiation sessions may begin as early as 9:00 a.m. The Contractor must be available and prepared to begin by 9:00 a.m.

5. Method of Acceptance

There will be official reviews and a formal acceptance process for the deliverables in accordance with Treasury Board Secretariat and PSLRA.

The services will be evaluated and approved by the Senior Manager of Strategic Compensation and Labour Relations.



Annex B – Basis of Payment

The Bidder must complete the following pricing schedule and include it in the financial proposal.

Resource	All-inclusive fixed Hourly Rate	*Volumetric Data (estimated)	Evaluation weight	Total
	A	B	C	D = A x B x C
Initial Contract Period – Contract award to March 31, 2020				
Lead Negotiator and backup	\$	300 hours	60%	\$
**Support resource	\$	100 hours	40%	\$
Optional Period 1 – April 1, 2020, to March 31, 2021				
Lead Negotiator and backup	\$	300 hours	60%	\$
**Support resource	\$	100 hours	40%	\$
Optional Period 2 – April 1, 2021, to March 31, 2022				
Lead Negotiator and backup	\$	300 hours	60%	\$
**Support resource	\$	100 hours	40%	\$
Optional Period 3 – April 1, 2022, to March 31, 2023				
Lead Negotiator and backup	\$	300 hours	60%	\$
**Support resource	\$	100 hours	40%	\$
Optional Period 4 – April 1, 2023, to March 31, 2024				
Lead Negotiator and backup	\$	300 hours	60%	\$
**Support resource	\$	100 hours	40%	\$
Evaluated Price (Applicable Taxes excluded): (i.e., sum of: Total Initial Contract Period + Total Optional Periods)			\$	

*Please note that the hours are an estimate and will be used at OSFI's discretion and should not be construed as a guarantee of work.

**Please note that the support resource will not be evaluated against any criteria but the Bidder must submit a fixed hourly rate for their services if they do propose a support resource. If the Bidder does not propose a support resource then the evaluation weight for the Lead Negotiator and backup will be 100%.



Annex C – Security Requirements Check List

Government of Canada / Gouvernement du Canada

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
Office of the Superintendent Of Financial Institutions / Corporate Services

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
The Office of the Superintendent of Financial Institutions (OSFI) requires the services of an experienced negotiator to lead Collective Bargaining Services.

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées?
[checked] No / Non [] 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?
[checked] No / Non [] 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?
[] No / Non [checked] Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas?
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes?
[checked] No / Non [] 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?
[checked] No / Non [] 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 [checked] NATO / OTAN [] Foreign / Étranger []

7. b) Release restrictions / Restrictions relatives à la diffusion
No release restrictions / Aucune restriction relative à la diffusion [checked]
All NATO countries / Tous les pays de l'OTAN []
Restricted to / Limité à : []

Table with 4 columns: Canadian classification (PROTECTED A, B, C, CONFIDENTIAL, SECRET, TOP SECRET), NATO classification (UNCLASSIFIED, RESTRICTED, CONFIDENTIAL, SECRET, COSMIC), and corresponding English/French labels.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
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? 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
- TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
- SITE ACCESS / ACCÈS AUX EMPLACEMENTS
- CONFIDENTIAL / CONFIDENTIEL
- NATO CONFIDENTIAL / NATO CONFIDENTIEL
- SECRET / SECRET
- NATO SECRET / NATO SECRET
- TOP SECRET / TRÈS SECRET
- COSMIC TOP SECRET / COSMIC TRÈS SECRET

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? 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?

Security Classification / Classification de sécurité
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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 / CLASSIFIÉE			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			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 indiquez 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 / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Natalie Harrington	Title - Titre Managing Director	Signature
Telephone No. - N° de téléphone 813-990-7774	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel natalie.harrington@osfi-bsif.gc.ca
		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? No Yes
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? Non 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

TO: CANADA
Re: CONTRACT NUMBER: xxxxxxxxx

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 _____, 2019.

CONTRACTOR

WITNESS

Signature

Signature

Name

Name



Annex E - Persons on Contract – Responsibility for Insurance

As indicated under clause 7.1.3 of the Contract entitled 'Pre-Authorized Travel and Living Expenses', eligible and appropriate travel expenses are reimbursed in accordance with the National Joint Council *Travel Directive* and the Treasury Board *Special Travel Authorities*. Section 7 - Persons on Contract. Subsection 7.7 of the *Special Travel Authorities* addresses the subject of insurance and stipulates that it is the financial responsibility of the Contractor to cover the cost of insurance such as for cars; accidents; sickness; airline travel; immunizations; and any other insurance that the contractor may elect to obtain for business purposes. Canada does not cover any type of insurance for persons on contract.

The undersigned has read and understood and acknowledges the Contractor's responsibility with regards to insurance:

CONTRACTOR

WITNESS

Signature

Signature

Name

Name