



A1. Health Canada SUBMISSION OF BIDS

Bids are to be submitted electronically to:

melanie.m.desjardins@hc-sc.gc.ca

Request for Proposals (RFP)

For:

Performance of the Work described in Appendix 1, Annex A, Statement of Work.

A2. CONTRACTING REPRESENTATIVE

The Contracting Representative for this RFP is as follows:

Mélanie Desjardins

Senior Procurement and Contracts Officer
Procurement and Contracting Materiel and Assets Management Directorate
Chief Financial Officer Branch
Health Canada

Mail Stop 1911B1, Office 1112B, 11th Floor,
Jeanne Mance Building
200 Eglantine Driveway, Tunney's Pasture
Ottawa, ON K1A 0K9
Phone: (613) 941-7923
Fax: (613) 941-2645
E-mail: melanie.m.desjardins@hc-sc.gc.ca

THIS RFP CONTAINS A SECURITY REQUIREMENT.

A3. TITLE FEDERAL NUCLEAR EMERGENCY PLAN (FNEP) SCIENCE NETWORK CO-LOCATION SERVICES.	
A4. SOLICITATION NUMBER 1000145031	A5. DATE June 3, 2013
A6. BID SOLICITATION DOCUMENTS The RFP is divided into five (5) parts as follows: <ol style="list-style-type: none"> 1. Section I – Bid Submission Instructions 2. Section II – Technical and Financial Bid Requirements 3. Section III – Financial Bid 4. Section IV – General Instructions 5. Appendix 1 - Draft Contract, and its annexes <ul style="list-style-type: none"> Annex A - Statement of Work Annex B - Security Requirements Checklist (if applicable) 	
A7. BID DELIVERY Bids must be received by no later than 2PM on July 14, 2013 (Eastern time) at the bid receiving indicated in A1. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive. Bids and all supporting information may be submitted in either English or French.	
A8. BID CONTENT Bids must be structured in the following manner: <ul style="list-style-type: none"> • One (1) electronic copy of a Covering Letter, signed by an authorized representative of the Bidder; • One (1) electronic copy of the Technical Bid; • One (1) electronic copy of Section “III” – “Financial Bid” including all the information required in a separate electronic attachments. Failure to provide the Financial bid in a separate electronic attachments will render a bid non responsive. No prices must be indicated in any other section of the Bid. Failure to comply with these instructions will result in the entire bid being declared non-responsive.	
A9. BID VALIDITY Bids will remain valid for a period of ninety (90) calendar days following the Closing Date.	
A10. ENQUIRIES All enquiries must be submitted in writing to the Contracting Authority identified in A2 by no later than three (3) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
A11. APPLICABLE LAWS In accordance with GI16, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada.	

SECTION "I" – BID SUBMISSION INSTRUCTIONS

- 1.1 This section outlines the information Bidders are required to submit. To be declared responsive, a bid must:
- a. comply with all the requirements of the RFP;
 - b. meet all the mandatory technical and financial criteria;

Bids not meeting (a) or (b) will be declared non-responsive. An evaluation team comprised of representatives of Canada will evaluate the bids.

- 1.2 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract.
- 1.3 It is the Bidder's responsibility to obtain clarification of the requirements contained in the RFP, if necessary and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Contracting Representative identified in A2 (Contracting Representative) and in accordance with section A10 (Enquiries).
- 1.4 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source are not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.
- 1.5 Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - b. use a numbering system that corresponds to the RFP.
- 1.6 Both Health Canada and the Public Health Agency of Canada have adopted direct electronic payments as their preferred method for paying invoices submitted from suppliers. Suppliers are encouraged to register for electronic direct payment and to provide their account information upon request.

SECURITY REQUIREMENTS

- 1.7 The Bidder must meet the security requirements identified in the Security Requirement Check List which are included in Appendix 1, Annex B, of this RFP. This security requirement must be met upon contract award.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid SECRET STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B (including an IT Link at the level of PROTECTED B).
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide
 - (b) Industrial Security Manual (Latest Edition)

INTELLECTUAL PROPERTY

- 3.1 Refer to Appendix 1, Draft Contract, for more information on intellectual property rights arising under the resulting contract.

EVALUATION PROCEDURES

- 4.1 The Technical Bid will first be evaluated against the mandatory technical criteria of the RFP. If the mandatory technical criteria are not met, the bid will be given no further consideration. If the RFP contains mandatory financial criteria, these criteria will be evaluated after it has been determined that the bid meets the mandatory technical criteria.
- 4.2 In the case of technical bids which are found to be non-responsive, the Financial Bid will be returned unopened to the Bidder with a notice indicating that the Bid was non responsive.
- 4.3 Only technical bids that meet the mandatory technical criteria will be further evaluated on the basis of the Bidder's Financial Bid.

SUPPLIER SELECTION METHOD

5.1 Combined Technical and Financial merit

Only bids who meet all mandatory criteria will be chosen as follow:

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: 50%

Price: 50%

$$\text{Technical Score} = \frac{\text{Bidder's Points}}{\text{Maximum Points}} \times 50\% \qquad \text{Cost Score} = \frac{\text{Lowest Bid}}{\text{Bidder's Cost}} \times 50\%$$

$$\text{Total Score} = \text{Technical Score} + \text{Cost Score}$$

The proposal will be awarded to **the highest total technical and price score.**

.

SECTION “II” – TECHNICAL AND FINANCIAL BID REQUIREMENTS

TECHNICAL BID REQUIREMENTS

The technical evaluation of the following criteria is based on a “rules of evidence” approach in that the evaluation committee can only conduct its evaluation based on the contents of the Bidder’s bid. The onus is on the Bidder to ensure that its bid is complete, clear, and provides sufficient detail for the evaluation committee to evaluate the bid. Simply repeating or copying a statement contained in the RFP is not sufficient.

In order to facilitate the evaluation of the bid, Canada also requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraphs and page numbers where the subject topic has already been addressed.

For the purpose of the technical criteria specified below, the experience of the Bidder includes the experience of the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

1.1 MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive.

Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either “Yes” or a “No.”

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
M 1	Experience: <ul style="list-style-type: none"> • A minimum of 5 years experience providing co-location services 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M 2	Security: <ul style="list-style-type: none"> • UPS Backup system with redundancy • Generator backup power with redundancy • Climate control with redundancy • Smoke and Fire suppression system • Advanced physical security screening 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M 3	Data Centre Location: <ul style="list-style-type: none"> • Data Centre location - maximum 300 km outside of Ottawa (driving distance) • Data Centre location - minimum 100 km away from a nuclear power plant (straight line) 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M 4	24 x 7 services: <ul style="list-style-type: none"> • Network Operations Centre • On site staff • Guard presence • Access to equipment • Operational uptime during a disaster for power and connectivity 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M 5	Location requirements: <ul style="list-style-type: none"> • Multi-homed Internet backbone connections • At least 10Mbps Internet link with 5 usable public IP addresses • Dedicated Private VLAN/Point to point connection between the colocation and the primary site located in Ottawa with a minimum of 10Mbps • Locked Half a rack of space (21U) with dedicated power circuits 	<input type="checkbox"/> Yes <input type="checkbox"/> No	

1.2 POINT RATED TECHNICAL CRITERIA

All potential bidders will be considered for this requirement regardless of current security status. Those bidders not currently registered with the Canadian Industrial Security Directorate (CISD) of PWGSC will be sponsored by Health Canada when their bid package is received.

Item	Rated Requirements	Max Points	Evaluation Criteria	Demonstrated Compliance, cross reference to Resume
R1	<p>3 points will be given for each of the following:</p> <ul style="list-style-type: none"> • Current CISD registration at the FSC-Secret level (supplier) • Current CISD registration of Document Safeguarding Capability at the Protected B level, or higher (supplier's site) • Prior CISD record of IT Security Requirements and IT Connectivity at the Protected B, or higher. 	9 points	<p>Copy of registration letter from CISD (or) Cite a valid Organization Code.</p> <p>Copy of registration letter (or) Cite a valid Organization Code.</p> <p>Attestation by the bidder's Company Security Officer citing a Government of Canada contract number where CISD granted the IT security certification.</p>	
	<p>Total Score (Maximum 9 pts)</p>			

FINANCIAL BID REQUIREMENTS

Financial Bids will only be evaluated after the evaluation of the Technical Bid is complete. If it becomes clear that the Financial Bid score would not alter the overall scoring of the bid, the Financial Bid will not be considered.

All the information required in this section must be provided in Section “III” – Financial Bid.

7.1 Firm Lot Price

The Bidder must provide a firm all-inclusive lot price, inclusive of any costs, travel, equipment, rentals, subcontractors, overhead and profit, FOB destination, Canadian customs duties and excise taxes included.

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

7.2 Bidders must provide their Financial Bid in accordance with the Pricing Schedule provided under Section II, Financial Bid. All payments will be made in accordance with the Pricing Schedule and the proposed Basis of Payment of the Contract.

7.3 Exchange rate fluctuation protection is not offered.

7.4 The Financial Bid must contain a detailed breakdown of the **total estimated price**. The Financial Bid should address each of the following, if applicable:

i. Monthly cost

The Bidder must indicate the monthly cost for the local.

ii. Travel (GST/HST included)

N/A

iii. Other Expenses (GST/HST included)

N/A

Note: Bidders must not submit expenses which are considered overhead costs.

iv. Goods and Services Tax / Harmonized Sales Tax

Various items in the Financial Bid may be subject to GST / HST or custom duties, and this charge must be included in the cost estimates for travel and other expenses and as a separate line item for the professional services.

7.6 Financial Bids not meeting the above requirements will be considered non-responsive and will not be given any further consideration.

7.7 **Price Justification**

The Bidder must provide, at Canada's request, one or more of the following price justifications:

- a current published price list indicating the percentage discount available to Canada; or
- a recent copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- price or rate certifications; or
- other supporting documentation as requested by Canada.

SECTION III FINANCIAL BID

The following information is required with the Financial Bid.

1.0 Legal name and Bidder's information

(print clearly)

Bidder's Legal Name _____

Bidder's Complete Address

Bidder's Phone number (_____) _____

Bidder's Authorized Representative _____

Bidder's Authorized Representative Phone number (_____) _____

Bidder's Authorized Representative e-mail _____

2.0 PRICING SCHEDULE

Financial Bid

The Bidder is to provide firm, all inclusive price as detailed below. Overhead and profit are included in the rates provided. All prices are FOB destination, GST / HST extra for Labour.

Initial Contract Period (12 Months Period)	Monthly Cost (CAD \$)
Co-location services	
Subtotal - (excluding GST/HST)	

Option Period 1 (12 Months Period)	Monthly Cost (CAD \$)
Co-location services	
Subtotal - (excluding GST/HST)	

Option Period 2 (12 Months Period)	Monthly Cost (CAD \$)
Co-location services	
Subtotal - (excluding GST/HST)	

Total Evaluated Bid Price (GST/HST excluded):	
Total cost of all services provided, for the initial contract period + total option periods, travel and other expenses included	
\$ _____	
GST or HST (applicable to professional services only) Insert GST or HST amount, as applicable:	GST: HST:

PLEASE NOTE: It is understood and agreed that the crown is under no obligation to exercise any of the option periods.

3.0 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). 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.

3.1 Certification of Education, Experience and Qualifications

The Bidder certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

Canada reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:

- an unverifiable or untrue statement; or
- unavailability of any person proposed on whose statement of education and experience the Canada relied to evaluate the Bid and award the contract.

3.2 Certification of Availability and Status of Personnel

Availability of Personnel and Facility

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons and facility proposed in its bid will be available to commence performance of the work within a reasonable time from Contract award and will remain available to perform the Work in relation to the fulfilment of this requirement.

Status of Personnel

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the evaluation of its bid, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all resources proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's offer from further consideration.

3.3 Employment Equity

(between 25K and 200K)

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the [Government Contracts Regulations](#). Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows:
_____.

Further information on the [FCP](#) is available on the HRSDC Web site.

3.4 FORMER PUBLIC SERVANT CERTIFICATION

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above?

YES ()
NO ()

If the answer is YES, the Bidder must provide the following information:

-
- a. Name of former public servant; and
 - b. Date of termination of employment or retirement from the public service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

- YES ()
- NO ()

If the answer is YES, the Bidder must provide the following information:

- a. Name of former public servant;
- b. Conditions of the lump sum payment incentive;
- c. Date of termination of employment;
- d. Amount of lump sum payment;
- e. Rate of pay on which lump sum payment is based;
- f. Period of lump sum payment including start date, end date and number of weeks; and
- g. Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

3.5 Joint Venture/Partnership

A joint venture is not considered a "person" for registration purposes, whereas a partnership is. Therefore, a partnership can have a BN; a joint venture cannot. A joint venture is limited in scope; a partnership is generally an ongoing business relationship that exists between persons carrying on common business.

A joint venture is an arrangement where two or more persons (participants) work together in a limited and defined business undertaking. Ordinarily, all participants of the joint venture contribute assets, share risks, and have mutual liability.

The Bidder certified that its bid is submitted to Canada as a: (please choose one)

- Sole proprietorship []
- A corporation []
- Partnership []
- A joint venture []

* In the case of a Joint Venture, the Bidder must provide the following details as part of its bid:

- a. the name of each member of the joint venture;
- b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- c. the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Financial Bid

*(in accordance with:
the pricing schedule at Section III, 2.0)*

(state amount in words)

Applicable taxes

*(in accordance with:
the pricing schedule Section III ,2.0)*

(state amount in words)

All amounts are in Canadian Dollars

SECTION "IV" - GENERAL INSTRUCTIONS

G11 INTERPRETATION

In this RFP:

- 1.1 Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both.

1.2 "Her Majesty", the "Minister" or "Canada" means Her Majesty the Queen in right of Canada, as represented by the Minister of Health, acting through the Public Health

G12 RESPONSIVENESS

- 2.1 For a bid to be considered responsive, it must comply with all of the requirements of this RFP identified as mandatory. "Mandatory Requirements" are also expressed by using imperative verbs such as "shall", "will" and "must".

G13 ENQUIRIES – BID SOLICITATION STAGE

- 3.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contracting Authority as early as possible within the bid solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the closing date.
- 3.2 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 3.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contracting Authority named herein. Non-compliance with this condition during the bid solicitation period will (for that reason alone) result in bid disqualification.

G14 BIDDER'S SUGGESTED IMPROVEMENTS DURING BID SOLICITATION PERIOD

- 4.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contracting Authority within the timeframe described in article A10 to allow sufficient time to provide a response. Canada reserves the right to accept or reject any or all suggestions.

G15 BID PREPARATION COSTS

- 5.1 The costs, including travel incurred by the Bidder in the preparation of its bid, of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Canada.

G16 BID DELIVERY

- 6.1 Bids or amendments thereto, will only be accepted by the

Contracting Authority if they are received at the address indicated in A1, on or before the closing date and Time specified in A7.

- 6.2 Responsibility for bid delivery: The Bidder has the sole responsibility for the timely receipt of a bid by Canada and cannot transfer this responsibility to Canada. Canada will not assume responsibility for bids that are directed to an address other than the one stipulated in A1.
- 6.3. Late bids: Bids received after the closing date and Time specified in A7 will be deemed non-responsive and will not be considered for contract award.

G17 RIGHTS OF CANADA (referred to herein as the "Minister").

Canada reserves the right:

- 7.1 during bid evaluation, to submit questions to or conduct interviews with Bidders, at Bidders' cost, upon forty eight (48) hours' notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
- 7.2 to reject all bids received in response to this RFP;
- 7.3 to accept any bid in whole or in part without prior negotiation;
- 7.4 to cancel and/or re-issue this RFP at any time;
- 7.5 to award one or more contracts, if applicable;
- 7.6 to not accept any deviations from the stated terms and conditions;
- 7.7 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful bid in any resulting contract; and
- 7.8 to not contract at all.

G18 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 8.1 By submitting a bid, the Bidder declares that the Bidder has not been convicted of an offence under the following provisions of the *Criminal Code*:
- Section 121, Frauds upon the Government;
 - Section 124, Selling or Purchasing Office; or
 - Section 418, Selling Defective Stores to Her Majesty,
- other than an offence for which a pardon has been granted.
- 8.2 Canada may reject a bid where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence referred to in clause 8.1. Where Canada intends to reject a proposal pursuant to this provision, the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid rejection.

G19 INCURRING OF COSTS

- 9.1 No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract. In addition, the contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority. The Bidder's attention is drawn to the fact that the Contracting Authority is the only authority which can commit Canada to the expenditure of the funds for this requirement.

G110 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

- 10.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

G111 PROPERTY OF CANADA

- 11.1 Bids received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21).

G112 PRICE JUSTIFICATION

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the Contracting Authority's request, one or more of the following price justifications:

-
- 12.1 a current published price list indicating the percentage discount available to Canada; or
 - 12.2 copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or
 - 12.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
 - 12.4 price or rate certification; or
 - 12.5 any other supporting documentation as requested by Canada.

GI13 ANNOUNCEMENT OF SUCCESSFUL BIDDER

- 13.1 If this RFP was advertised on the Government Electronic Tendering Service (GETS), the name of the successful Bidder will be announced on GETS upon contract award and sign off.
- 13.2 If this RFP was not advertised on GETS, Canada will communicate to all Bidders the name and address of the successful Bidder as well as the total dollar value and award date for the contract only after contract sign-off.

GI14 PS ONLINE - TRADING PARTNERS AGREEMENT

- 14.1 If this RFP invite suppliers from the PS Online, the General Conditions, Supplemental General Conditions applicable to this requirement and Clauses of General application set-out in the Trading Partner Agreement shall form part of this RFP.

GI15 APPLICABLE LAWS

- 15.1 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 acknowledged that the applicable laws specified in this RFP are acceptable to the Bidders.

GI16 CONTINGENCY FEE

- 16.1 The Bidder declares that the Bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly pay, a Contingency Fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Supp.). In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or part of its terms.

GI17 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

- 17.1 In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
 - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest; or
 - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 17.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- 17.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid the closing date.
- 17.4 By submitting a bid, the Bidder represents that it does not consider

itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI19 CONDUCT OF EVALUATION

- 19.1 In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the bid solicitation;
 - (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - (c) request, before award of any contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities and examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;
 - (f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties; and
 - (g) interview, at the sole costs of Bidders, any Bidder and any or all of the resources proposed by Bidders to fulfill the requirement of the bid solicitation.
- 19.2 Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

Appendix "1"
Draft Contract

C. ARTICLES OF AGREEMENT
C1. CONTRACTING REPRESENTATIVE

Mélanie Desjardins

Senior Procurement and Contracts Officer
Procurement and Contracting Materiel and
Assets Management Directorate
Chief Financial Officer Branch
Health Canada

Mail Stop 1911B1, Office 1112B, 11th Floor,
Jeanne Mance Building
200 Eglantine Driveway, Tunney's Pasture
Ottawa, ON K1A 0K9
Phone: (613) 941-7923
Fax: (613) 941-2645
E-mail: melanie.m.desjardins@hc-sc.gc.ca

DRAFT

**Long Form Contract
for Services**

between

**Her Majesty the Queen in Right of
Canada** (referred to herein as "Canada"), as
represented by the Minister of Health, acting
through Health Canada (referred to herein as
the "Minister")

and:

(INSERT FULL LEGAL NAME OF
CONTRACTOR)
(INSERT ADDRESS OF CONTRACTOR)
(INSERT VENDOR CODE)

(individually referred to as a "Party" and
collectively referred to as the "Parties")

for:

The Performance of the Work described in
Annex "A" – Statement of Work

**THIS CONTRACT CONTAINS A
SECURITY REQUIREMENT**

C2. TITLE FEDERAL NUCLEAR EMERGENCY PLAN (FNPE) SCIENCE NETWORK CO-LOCATION SERVICES.		
C3. CONTRACT PERIOD Start Date: TBD		End Date: March 31 2014
C4. CONTRACT NUMBER	C5. FINANCIAL CODE 813044- PF10- 4340519- 54819	C6. MAMD REFERENCE 2013-01-09-0001A617A-PS 1000145031
C7. CONTRACT DOCUMENTS AND PRIORITY OF DOCUMENTS 1. These Articles of Agreement (Section "C"); 2. Statement of Work (Annex "A"); 3. Security Requirements (Annex "B"); 4. Supplementary Conditions (Section "I"); 5. General Conditions (Section "II"); 6. Terms of Payment (Section "III"); 7. Intellectual Property (Section "IV"); 8. Statement of Work (Annex "A"); and 9. Contractor's bid dated _____. (collectively referred to herein as the "Contract") If there is a discrepancy or inconsistency 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.		
C8. CONTRACT DOLLAR VALUE The total dollar value of the Contract is (\$CAD).		
C9. INVOICES One (1) copy of each invoice is to be sent at the address below, showing: a. the Contract title, number and financial code; b. the date; c. a description of the Work performed; d. timesheets (if payment is based on hourly/per diem rates); e. evidences of actual Cost (Cost Reimbursable Elements); f. the amount of the progress payment being claimed; and g. the amount for any tax (including GST/HST). All invoices are to be sent to: Health Canada / PHAC Accounting Operations -East P2P Invoices 2932 Baseline Road, Tower C Ottawa, Ontario, K1A0K9 or by email, at P2P.East.Invoices-Factures.Est@hc-sc.gc.ca		
C10. GOVERNING LAWS This Contract will be governed by and construed in accordance with the laws in force in Ontario, Canada.		
C11. INTELLECTUAL PROPERTY The Contractor Will Own Intellectual Property Rights as per Section "IV".		
C12. SIGNATURES This Contract has been executed on behalf of the Parties by their duly authorized representatives: AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR: _____ Signature Date _____ Print Name and Position		
CONTRACTING AUTHORITY: _____ Signature Date _____ Print Name and Position		

SECTION "I" – SUPPLEMENTARY CONDITIONS**1. CONTACT INFORMATION****i Contracting Authority**

The Contracting Authority is identified in section C1, page 1, of the Contract.

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.

ii. Project Authority**The Project Authority is:**

Mr. Dominique Nsengiyumva
Head, Technical Assessment Coordination Section
Nuclear Emergency Preparedness and Response Division
RPB/EHRSD/HECSB
613-954-6806
dominique.nsengiyumva@hc-sc.gc.ca

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 the day-to-day management of the Contract.

***** Note:**

Invoices must not be sent to the Project Authority directly. Invoices must be sent to the address indicated on page 1 of the Contract, section C9.

iii. Contractor's Authorized Representative**The Contractor's Authorized Representative is:**

Mr. Jean-François Richer
Technical Support Officer
Nuclear Emergency Preparedness and Response Division
RPB/EHRSD/HECSB
613-952-9635
Jean.francois.richer@hc-sc.gc.ca

2.0 PERIOD OF THE CONTRACT

The initial period of the Contract is identified in section C3, on page 1 of the Contract.

The Contractor hereby grants to Canada the irrevocable option to extend the period of the Contract by up to **two (2)** additional **one (1)** year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable terms set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the end date of the Contract. The option may only be exercised by the Contracting Authority and will be evidenced for administrative purposes only, through an amendment to the Contract.

3.0 Basis of Payment

Firm Lot Price

- i. In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor **will be paid an all-inclusive firm lot price of \$ _____ (insert the amount at contract award)**. All amounts are in Canadian dollars. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax included, if applicable.
- ii. For all Work subject to a firm price, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- iii. Any payment by Canada under this Contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

3.1 Price Breakdown

h. Services

The Contractor will be paid at the following all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

Initial Contract Period	Monthly cost (CAD \$)
Monthly rate for the local (address)	
Subtotal - (excluding GST/HST)	

Total Estimated for the local for a firm lot price: \$

Estimated GST / HST applicable to the local : \$

ii. Travel and Living Expenses

N/A

iii. Miscellaneous Expenses

N/A

4.0 METHOD OF PAYMENT

LUMP SUM PAYMENT

- i. One lump sum payment for services rendered will be made upon completion and acceptance of the Work to the satisfaction of the Project Authority, following receipt of a detailed invoice.

SECTION "II" – GENERAL CONDITIONS

GC1. Interpretation

- 1.1. In the Contract,
- 1.1.1. "Contracting Authority" means the officer or employee of Canada who is designated by the Articles of Agreement and includes a person authorized by the Contracting Authority to perform any of the Contracting Authority's functions under the Contract;
- 1.1.2. "Cost" means Cost determined according to Public Works and Government Services Canada (PWGSC) Contract Cost Principles (CCP) 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract. CCP 1031-2 are found on the PWGSC website at the following address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/6>
- 1.1.3. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.1.4. "Work", unless otherwise expressed in the Contract, means all the activities, services, goods, equipment and things required to be done, delivered or performed by the Contractor under the Contract.

GC2. Date of Completion of Work and Description of Work

- 2.1. The Contractor shall, between the start date and the end date specified in section C4 (Contract Period of the Articles of Agreement), perform and complete with care, skill, diligence and efficiency the Work that is described in the Statement of Work (Annex A).

GC3. Successors and Assigns

- 3.1. The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

GC4. Subcontractors

- 4.1. Subcontractors must obtain the equivalent level of screening or clearance as deemed required for the Contractor.
- 4.2. All contracts and subcontracts with outside parties which contain security requirements are not to be awarded without prior written permission from the Contracting Authority.

GC5. Assignment

- 5.1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 5.2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

GC6. Time of the Essence and Excusable Delay

- 6.1. It is essential that the Work be performed within or at the time stated in the Contract.
- 6.2. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
- is beyond the reasonable control of the Contractor;
 - could not reasonably have been foreseen;

- could not reasonably have been prevented by means reasonably available to the Contractor; and
 - occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- 6.3. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 6.4. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, Costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Minister the portion of any advance payment that is unliquidated at the date of the termination.
- 6.5. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any Costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

GC7. Indemnification

- 7.1. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's employees, servants, agents or subcontractors in performing the Work or as a result of the Work.
- 7.2. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from all costs, charges and expenses whatsoever that Canada sustains or incurs in all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or other intellectual property right resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.
- 7.3. The Contractor's liability to indemnify, save harmless or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.
- 7.4. The Contractor agrees that Canada shall not be liable for, and agrees to protect, indemnify and save harmless Canada, the Minister and their employees, servants and agents with respect to, any injury or damage (including death) to the Contractor or to the person of any officer, servant or agent of the Contractor or for the loss of or damage to the property of the Contractor or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said Work unless the injury, loss or damage is caused by the negligence of an employee, servant or

agent of Canada while acting within the scope of his or her employment.

GC8. Notices

8.1. Where in the Contract any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by registered mail, facsimile or electronic mail addressed to the Party for whom it is intended at the address mentioned in the Contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other Party; and facsimile or electronic mail, when transmitted. The address of either Party may be changed by notice in the manner set out in this provision.

GC9. Termination for Convenience

9.1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

9.2. If a termination notice is given pursuant to subsection 9.1, the Contractor will be entitled to be paid, for Costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:

- a. on the basis of the Contract Dollar Value, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
- b. the Cost to the Contractor plus a fair and reasonable profit for all Work terminated by the termination notice before completion; and
- c. all Costs incidental to the termination of the Work incurred by the Contractor but not including the Cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

9.3. The Minister may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.

9.4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Dollar Value. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

GC10. Termination Due to Default of Contractor

10.1. The Minister may, by notice to the Contractor, terminate all or any part of the Work if:

- 10.1.1 the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the

Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract; or

10.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.

10.2. In the event that the Minister terminates the Work in whole or in part under GC10.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for all or part of the Work to be completed that was so terminated, and the Contractor shall be liable to Canada for any excess costs relating to the completion of the Work.

10.3. Upon termination of the Work under GC10.1, the Minister may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or Work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Canada shall pay the Contractor for all finished Work delivered pursuant to the direction of, and accepted by, the Minister, the Cost to the Contractor of the finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable Cost to the Contractor of all materials or Work-in-process delivered pursuant to the direction. Canada may withhold from the amounts due to the Contractor the sums that the Minister determines to be necessary to protect Canada against excess Costs for the completion of the Work.

10.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Dollar Value applicable to the Work or the particular part of the Work.

GC11. Records to be Kept by Contractor

11.1. The Contractor shall keep proper accounts and records of the cost of the Work and of all expenditures or commitments made by the Contractor including invoices, original receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts.

11.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to in GC11.1.

11.3. The Contractor shall not dispose of the documents referred to in GC11.1 without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for the period of time specified elsewhere in the Contract or, in the absence of such specification, for a period of six years following completion of the Work.

GC12. Conflict of Interest

12.1. The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

GC13. Contractor Status

13.1. This is a Contract for the performance of services and the Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between

Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

GC14. Conduct of the Work

- 14.1. The Contractor represents and warrants that:
- a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 14.2. The Contractor must:
- a. perform the Work diligently and efficiently;
 - b. except for Government property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- 14.3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.

GC15. Member of Parliament

- 15.1 No Member of Parliament shall be admitted to any share or part of this Contract or to any benefit to arise from this Contract.

GC16. Protection of Work

- 16.1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require. This section does not apply to any information that:
- 16.1.1. is publicly available from a source other than the Contractor; or

16.1.2. is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.

- 16.2. When the Contract, the Work, or any information referred to in GC16.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada,

16.2.1. the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including any other instructions issued by the Minister; and

- 16.2.2. the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

GC17. Contingency Fees, Auditing and Public Disclosure

- 17.1. The Contractor declares that the Contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a Contingency Fee to any individual for the solicitation, negotiation or obtaining of this Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act* R.S.C., 1985, c. 44 (4th Supp.).
- 17.2. All accounts and records relating to any payment by the Contractor of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounting and auditing provisions of this Contract.
- 17.3. The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* - relating to the Contract.
- 17.4. If the Contractor makes a false declaration under clause 17.1 or 21.1 or fails to comply with the terms set out in clause 17.2 or 17.3, it is an act of default under the Contract and the Contractor agrees, in addition to any other remedies that may be available against the Contractor, to immediately return any advance payments and agrees that the Contracting Authority may terminate the Contract in accordance with the default provisions of this Contract.
- 17.5. In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms.

GC18. Work Force Reduction Programs

- 18.1. The Contractor acknowledges and agrees that any person, including the Contractor, carrying out this Contract, shall make available to the Contracting Authority any details of the status of the person with respect to cash out benefits as well as details of any pension payments under work force reduction programs.
- 18.2. The Contractor shall, if asked in writing and where necessary, sign or cause to have signed on behalf of any person, a waiver of privacy with respect to any and all information in relation to any such benefits and payments.

GC19. Amendments

- 19.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment. For greater certainty, to be effective, any amendment to the Contract must be done in writing by

the Contracting Authority and the authorized representative of the Contractor.

GC20. Replacement Personnel

- 20.1. The Contractor shall provide the services of the persons named in its bid and any additional persons necessary to perform the Work and provide the services required under this Contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.
- 20.2. Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Contracting Authority. In such case the Contractor shall notify the Contracting Authority in writing and provide:
- 20.2.1. the reason for the removal of the named person from the project;
- 20.2.2. the name of the proposed replacement;
- 20.2.3. an outline of the qualifications and experience of the proposed replacement; and
- 20.2.4. an accepted security clearance certificate, if applicable.
- 20.3. The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence Work. Any change in the terms and conditions of this Contract which result from a replacement of personnel shall be effected by a contract amendment.
- 20.4. Notwithstanding the foregoing, the Contractor is required to perform the Work and provide the services in accordance with the terms of this Contract.

GC21. Criminal Code of Canada

- 21.1. The Contractor agrees to comply with the Code of Conduct for Procurement (the "Code") and to be bound by its terms. The Code can be accessed at the following Internet address: <http://www.tpsgc-pwpsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html> Furthermore, in addition to the Code, the Contractor must comply with the terms set out in this section.
- 21.2. The Contractor declares and it is a term of this Contract that the Contractor has, and any of the Contractor's employees assigned to the performance of the Contract have, not never been convicted of an offence, other than an offence for which a pardon has been granted under the following sections of the *Criminal Code* of Canada:
- 21.2.1. Section 121, Frauds on the government;
- 21.2.2. Section 124, Selling or purchasing office; or
- 21.2.3. Section 418, Selling defective stores to Canada.

GC22. Inspection/Acceptance

- 22.1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

GC23. Taxes

- 23.1. Municipal Taxes
- a. Municipal Taxes do not apply.
- 23.2. Provincial Taxes
- a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
- i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
- Prince Edward Island OP-10000-250
Manitoba 390-516-0

- ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.
- 23.3. Changes to Taxes and Duties. If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the Costs of the Work to the Contractor, the Contract Dollar Value will be adjusted to reflect the increase or decrease in the Cost to the Contractor. However, there will be no adjustment for any change that increases the Cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its Cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.
- 23.4. GST or HST. The estimated GST or HST, if applicable, is included in the total estimated Cost on page 1 of the Contract. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.
- 23.5. Tax Withholding of 15 Percent. Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC24. Title

- 24.1. Except as otherwise provided in the Contract including the intellectual property provisions, and except as provided in subsection 24.2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
- 24.2. Except as otherwise provided in the intellectual property provisions of the Contract, upon any payment being made to the Contractor for or on account of materials, parts, Work-in-process or finished Work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, Work-in-process and finished Work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
- 24.3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, Work-in-process or finished Work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the Contract. The Contractor shall be liable for any loss or damage to any part of the Work caused by the Contractor or any subcontractor after such delivery.
- 24.4. Any vesting of title referred to in subsection 24.2 shall not constitute acceptance by Canada of the materials, parts, Work-in-process or finished Work, and shall not relieve the

- Contractor of its obligation to perform the Work in accordance with the Contract.
- 24.5. Where title to any materials, parts, Work-in-process or finished Work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
- 24.6. If the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S. 1985, c. D-1, title to the Work or to any materials, parts, Work-in-process or finished Work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.
- GC25. Entire Agreement**
- 25.1. The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.
- GC26. Harassment in the Workplace**
- 26.1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Secretariat of Canada website.
- 26.2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.
- GC27. No Bribe or Conflict**
- 27.1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 27.2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 27.3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 27.4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.
- GC28. Government Property**
- 28.1. The Contractor must take reasonable and proper care of all Government property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- GC29. Suspension of Work**
- 29.1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.
- GC30. Right of Set-Off**
- 30.1. Without restricting any right of set-off given by law, the Minister may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Government of Canada by the Contractor under the Contract or under any other current contract. The Minister may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Government of Canada by the Contractor which, by virtue of the right of set-off, may be retained by the Government of Canada.
- GC31. Powers of Canada**
- 31.1. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.
- GC32. International Sanctions**
- 32.1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 32.2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 32.3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section GC9.
- GC33. Transportation Costs**
- 33.1. If transportation Costs are payable by the Minister under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The Costs must be shown as a separate item on the invoice.
- GC34. Transportation Carriers' Liability**
- 34.1. The Government of Canada's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods

passes to the Government of Canada (determined by the FOB point of Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

SECTION "III" – TERMS OF PAYMENT

TP1. Payment

- 1.1. Payments under this Contract, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission to the Project Authority of a claim for payment.
- 1.2. Subject to parliamentary appropriation of funds and to TP1.1, payment by the Minister for the Work shall be made:
 - 1.2.1. in the case of an advance payment, within thirty (30) days of the signing of this Contract by both Parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
 - 1.2.2. in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed Work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
 - 1.2.3. in the case of a final payment, within thirty (30) days following the date of receipt of the completed Work or within thirty (30) days of receipt of an invoice requesting payment whichever is later.
- 1.3. For purposes of this Contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.
- 1.4. If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.
- 1.5. If Canada has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection.
- 1.6. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days only results in the date specified in TP1.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 1.7. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

TP2. Interest on Overdue Accounts

- 2.1. For the purposes of this section:
 - (a) **"average rate"** means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - (b) **"date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (c) an amount is **"due and payable"** when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
 - (d) an amount becomes **"overdue"** when it is unpaid on the first day following the day upon which it is due and payable.
- 2.2. Canada shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any

amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

- 2.3. Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 2.4. Canada shall not be liable to pay interest on overdue advance payments.

TP3. Appropriation

- 3.1. In accordance with section 40 of the Financial Administration Act, payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

TP4. Travel and Living Expenses

Travel and living expenses incurred by the Contractor are entirely subject to the content of the current Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/td-dv-1_e.html) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on Contract" (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta1_e.asp#_Toc65556472 and http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA_e.asp). **Travel and living expenses are considered to be part of the total Cost of the Contract.** Expenses which exceed the Directive will not be paid. Prior authorization from the Project Authority for projected travel and living expenses is required.

4.1. General

- 4.1.1. Travel and living expenses are to be claimed at actual Cost but are not to exceed current Treasury Board Secretariat guidelines.
- 4.1.2. A statement indicating the names of travellers; places visited; dates and length of visits; and purpose of travel must be submitted with each claim for travel and living expenses.
- 4.1.3. Insurance for all methods of travel; accidents; illness; cancellations; immunizations; and other obligations are the sole responsibility of the Contractor.

4.2. Method of Transportation

- 4.2.1. **Air travel.** The standard for air travel is economy class only. Upgrades to Business or First class are the sole financial responsibility of the Contractor.
- 4.2.2. **Rail Travel.** The standard for rail travel is the next higher class after the full economy class.
- 4.2.3. **Rental vehicle.** The standard for rental vehicles is mid size. Vehicle rental must be pre-approved by the Project Authority.
- 4.2.4. **Private vehicle.** The Contractor may claim only for distances necessarily driven solely on government business, using the most direct, safe and practical road routes. The rate per kilometre which is payable is specified in the current Treasury Board Secretariat Travel Directive. Insurance is the responsibility of the Contractor. PHAC will not assume responsibility for deductible amounts related to comprehensive or collision coverage.

-
- 4.3. **Meal, accommodation, transportation and other allowances**
- 4.3.1. For same day travel, with no overnight stay, the applicable meals allowance is paid, as specified in the current Treasury Board Secretariat Travel Directive. Receipts are not required.
- 4.3.2. For same day travel, with no overnight stay, the applicable transportation allowance is paid, as specified in the current Treasury Board Secretariat Travel Directive. Original receipts are required.
- 4.3.3. For travel of two (2) or more consecutive days, the applicable meal allowances, and the incidental expenses allowances per day are paid, as specified in the current Treasury Board Secretariat Travel Directive. Receipts are not required.
- 4.3.4. For travel of two (2) or more consecutive days, the applicable travel and accommodation allowances per day are paid, as specified in the current Treasury
- Board Secretariat Travel Directive. Original receipts are required, except when private, non-commercial accommodation is used.
- 4.3.5. Meal allowances are not paid in respect of meals included in a fare (e.g. airplane or club-car ticket), or provided free of charge in a government mess, or included as part of the Cost of an event or other function.
- 4.3.6. Professional fees, or similar equivalent Costs cannot be claimed for travel time.
- 4.3.7. Original receipts and vouchers for accommodation and transportation are required to be submitted with each claim, except when private, non-commercial accommodation is used. Photocopies are not claimable.
- 4.3.8. Luxury accommodation is not permitted.
- 4.3.9. Entertainment is not an allowable expense.

SECTION “IV” – INTELLECTUAL PROPERTY**IP1. Contractor to Own Intellectual Property Rights****1.0 Interpretation**

- 1.1 “Background Information” means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
- 1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;
- 1.3 “Foreground Information” means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
- 1.4 “Intellectual Property” means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, how-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software and Firmware;
- 1.5 “Intellectual Property Right” means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders’ rights, or subject to protection under the as trade secrets and confidential information;
- 1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing.

2.0 Records and Disclosure of Foreground

- 2.1 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to the Minister all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Minister or a representative of the Minister, whether before or after completion of the Contract.
- 2.2 The Contractor must, in each disclosure under this section, indicate the names of all subcontractors at any tier, if any, who contributed to the development of the Intellectual Property Rights in the Foreground Information.
- 2.3 Before and after final payment to the Contractor, the Contractor must provide the Minister with access to all records and supporting data that the Minister considers pertinent to the identification of Foreground Information.
- 2.4 For any Intellectual Property that was developed or created in relation to the Work, the Minister will be entitled to assume that it was developed or created by Canada, if the Contractor’s records do not list that Intellectual Property or do not indicate.

3.0 Contractor to Own Intellectual Property Rights in Foreground Information

- 3.1 All Intellectual Property Rights in the Foreground Information belong to the Contractor as soon as they come into existence.
- 3.2 Despite the Contractor’s ownership of all the Intellectual Property Rights in the Foreground Information, Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the Contract, including manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.
- 3.3 Any personal information, as defined in the *Privacy Act*, R.S. 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
- 3.4 If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. The Contractor’s Intellectual Property rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by Canada or the personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.

4.0 License to Intellectual Property Rights in Foreground Information

- 4.1 As Canada has contributed to the cost of developing the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise the Intellectual Property Rights in the Foreground Information for Canada’s activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially in competition with the Contractor and transfer or assign ownership of it. The Contractor also hereby grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information. These licenses cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap license or any other kind of packaging, attached to any deliverable.

- 4.2 For greater certainty, Canada’s licenses include, but are not limited to:
- a. the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
 - b. the right to disclose the Foreground and Background Information to other governments for information purposes;
 - c. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
 - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
 - i. for the use, operation, maintenance, repair or overhaul of the custom- designed or custom- manufactured parts of the Work;
 - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
 - e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract and to reproduce, use, modify, improve or translate the Software.
- 4.3 The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor’s obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.
- 4.4 Where the Intellectual Property Rights in any Foreground Information are or will be owned by a subcontractor at any tier, the Contractor shall either obtain a license from that subcontractor that permits compliance with subsections IP 4.1 and IP 4.2 or arrange for the subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
- 4.5 The Contractor represents and warrants that it has the right to grant to Canada the licenses and any other rights to use the Foreground and Background Information. If the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party to grant promptly any required license directly to Canada.
- 4.6 Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada’s information only to perform the Contract. If the Contractor wants to use any information owned by Canada for the commercial exploitation or further development of any of the Foreground Information, the Contractor must obtain a license from the Minister. In its request for a license to the Minister, the Contractor must explain why the license is required and how the Contractor intends to use the information. If the Minister agrees to grant a license, its terms will be negotiated between the Contractor and the Minister and may include the payment of a compensation to Canada.
- 5.0 Transfer or License of Contractor’s Rights**
- 5.1 During the Contract, the Contractor must not sell, transfer, assign or license the Foreground Information without first obtaining the Contracting Authority’s written permission.
- 5.2 After the Contract, the Contractor is not required to obtain Canada’s permission to transfer ownership in the Foreground Information but any transfer must be subject to all Canada’s rights to use the Foreground Information. Furthermore, after the Contract, if the Contractor grants a license or any other right (other than a transfer of ownership) to a third party to use the Foreground Information, the Contractor is not required to notify Canada, but the license or right granted must not affect Canada’s rights in any way. If the Contractor at any time transfers ownership or grants rights in the Foreground Information that interfere in any way with Canada’s rights to use the Foreground Information, the Contractor must, if requested by Canada, immediately take all steps necessary to restore Canada’s rights. If the Contractor is not successful in doing so, within the time reasonably required by Canada, the Contractor must immediately reimburse Canada for all costs Canada incurs to do so itself.
- 5.3 The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee (including the conditions of the transfer), assignee or licensee referred to in this subsection and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- 5.4 If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section IP 2.1, the Minister may, by giving notice to the Contractor, require the Contractor to convey to Canada all the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed, including the rights owned by subcontractors. In the case of Intellectual Property Rights in the Foreground Information that have been sold or assigned to a third party, the Contractor must pay to Canada on demand, at Canada’s discretion, the fair market value of the Intellectual Property Rights in the Foreground Information or an amount equal to the payment received by the Contractor from the sale or assignment of the Intellectual Property Rights in the Foreground Information.

- 5.5 In the event of the issuance of a notice under subsection GC 5.4, the Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights as the Minister may require. The Contractor must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for any registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case of an invention.
- 5.6 If the Contractor uses the Foreground Information to develop any new product or any improvement in any existing product, the Contractor agrees that, if Canada wishes to purchase such new or improved product, the Contractor must sell them to Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Canada's financial contribution to the development of those products.

6.0 Waiver of Moral Rights

- 6.1** If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the Copyright Act, R.S. 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

ANNEX "A" – STATEMENT OF WORK (SOW)**1.0 Scope****1.1 Title**

Nuclear Emergency Preparedness and Response Division off-site co-location services.

1.2 Introduction

The Nuclear Emergency Preparedness and Response Division requires co-location services in order to support business continuity, disaster recovery, application redundancy and backup safekeeping in support of Health Canada's mandate as lead as the Federal Nuclear Emergency Plan (FNEP).

1.3 Estimated Value

The total value of any contract(s) emanating from this RFP shall not exceed 90,000.00, including (2) additional option years, other expenses and all applicable taxes. It is understood and agreed that the Crown is under no obligation to exercise any of the option periods.

1.4 Objectives of the Requirement

The objective of this work is to establish through outsourcing, a service contract that will provide off-site co-location of warm redundant backup application while ensuring that the IT practices of the organization are in line with generally accepted IT best practices.

1.5 Background, Assumptions and Specific Scope of the Requirement

Health Canada is the lead federal department for the Federal Nuclear Emergency Plan (FNEP), administered by the Nuclear Emergency Preparedness and Response Division (NEPRD) of the Radiation Protection Bureau. The FNEP provides the framework for coordination of the federal response of over 20 departments and agencies to a radiological or nuclear emergency affecting Canada or Canadians. As part of its mandate, NEPRD must undertake government-wide coordination of all activities within and external to the department related to federal nuclear emergency preparedness and response.

NEPRD, following very specific operational requirements, operates a self contained dedicated internal science network (off the corporate IT infrastructures) to host specialized, nuclear emergency response related equipment and applications used to fulfil its mandate and operational requirements. This network is an essential component in the management of nuclear emergencies as it is the host of dedicated specialized applications.

For disaster recovery and business continuity, NEPRD must maintain off-site backups as well as warm redundant of applications to ensure fast recovery in case of a catastrophe.

2.0 Requirements**2.1 Tasks, Activities, Deliverables and Milestones**

The requirements for this contract are as follows:

- Provide ½ cabinet allocation co-location space in the contractor's secure facility - World-class IDCs. This includes 36.75 inches of physical co-location space (36.75 = 21U, 1U=1.75 inches). It also includes two dedicated 15 amps circuits connected to UPS system with generator backup, redundant, state of the art climate control, smoke and fire suppression system, 24 x 7 physical access to hardware, remote hands assistance, advanced monitoring service check, 24 x 7 network operations centre and technical support staff.
- Provide multi-homed Internet backbone connections.

- Provide 24 x 7 staffed network operations centre
- Provide 24 x 7 on site staff
- Provide advanced security screening for physical access
- Provide a minimum of 10Mbps Internet link, connection to multi-homed Internet backbone with 5 usable static public IP addresses.
- Provide dedicated Fibre LAN port-private VLAN for inter-connection between the colocation and the primary site located in Ottawa with a minimum of 10Mbps speed.
- Be PWGSC document safe guarding certified.
- Have Secret level security clearance
- Be at a maximum 300 km away from Ottawa (driving distance)
- Be at a minimum 100 km away from a nuclear power plant
- Must have at least 5 years experience in providing co-location services
- Provide 24 x 7 uptime during a disaster for power and connectivity

2.2 Specifications and Standards

See Section 2.1 (Tasks, Activities, Deliverables and Milestones).

2.3 Technical, Operational and Organizational Environment

The work will be carried out in the Contractor's facilities. Primary interactions will be with staff of the Technical Assessment Coordination Section (TACS). Acceptance of deliverables will be certified by the Technical Authority, or delegated representative and this certification will serve as the basis for payment recommendation. The Technical Authority reserves the right to require corrective action before authorising payment of a hold back and the right to reject the work if it fails to meet specifications.

2.4 Method and Source of Acceptance

All work done and documents/data delivered in response to this SOW will be evaluated within a reasonable time frame (maximum of 5 working days or a written explanation of why it could not be evaluated within 5 days). The evaluation will be on the basis of suitability, quality and adherence to the agreed upon schedule and standards, as specified in this SOW. Acceptance of deliverable will be certified by the Technical Authority, or delegated representative and this certification will serve as the basis for payment recommendation. The Technical Authority reserves the right to require corrective action before authorising payment of a hold back and the right to reject the work if it fails to meet specification.

2.5 Reporting Requirements

The contractor is to provide weekly written reports during installation and implementation. The contractor is to provide ad hoc reports for maintenance events or other activities that may impact services.

2.6 Contractor Project Management Control Procedures

The individual identified in the proposal as the Project Coordinator or Technical Authority shall track progress through face-to-face or telephone meetings, weekly written updates on activities during installation and implementation.

2.7 Change Management Procedures

Any Contractor proposals for changes to the scope of work shall be discussed with the Health Canada's Technical Authority but no change shall be implemented unless authorised by a contract amendment. Likewise, Health Canada proposals for change to the scope of work shall be the subject of discussion between the Health Canada's Project authority and the Contractor but no change shall be implemented unless authorised by a contract amendment.

3.0 Other Terms and Conditions of the SOW

3.1 Health Canada's Obligations

Meetings will take place in the National Capital Region/Radiation Protection Building or at the Contractor's facility. Health Canada staff will be available for meetings, interviews, discussion and collaboration. Health Canada staff will provide feedback on written reports within 5 working days. Health Canada will provide the equipment that will be co-located at the Contractor's facility.

3.2 Contractor's Obligations

Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times. The contractor will provide his/her own place of work, but will be required to attend meetings at Health Canada's facilities if required. The contractor will be provided access to the NEPRD facilities and all relevant equipment as required.

3.3 Location of Work, Work Site and Delivery Point

Work will take place in the National Capital Region/Radiation Protection Building, and at the Contractor's facilities. The contractor will provide his/her own place of work, but will be required to attend meetings at Health Canada facilities if required.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative or the technical authority.

Any contract resulting from this RFP will be interpreted and governed by the laws of the Province of Ontario.

3.4 Language of Work

Language of work is English or French

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be for a (1) year period with (2) additional option years upon contract award.

6.0 Applicable Documents and Glossary

6.1 Applicable Documents

N/A

6.2 Relevant Terms, Acronyms and Glossaries

FNEP: Federal Nuclear Emergency Plan
HECSB: Healthy Environments and Consumer Safety Branch
NEPRD: Nuclear Emergency Preparedness and Response Division
RPB: Radiation Protection Bureau

ANNEX "B" - SECURITY REQUIREMENTS



Contract Number / Numéro du contrat PR 1000145031
Security Classification / Classification de sécurité Unclassified

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Health Canada	2. Branch or Directorate / Direction générale ou Direction HECSB/ERHSD/RPB/NEPRD	
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 contractor will provide co-location services to NEPRD's Science Network. NEPRD's equipment will be located at the contractor's facility for disaster recovery and backup safeguarding. A drive connection will be established between the equipment stored at the contractor's facility and NEPRD's Science Network primary site. The contractor will not have access to the content of the equipment. Equipments will be locked inside a closed cabinet. NEPRD's staff will make the installation of the equipment at the contractor's facility.		
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	
5. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
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 checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / 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 Unclassified
--





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

PR 1000145031

Security Classification / Classification de sécurité
Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité: No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

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

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

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

Special comments:
Commentaires spéciaux: as per MITS Standard, section 16.3

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

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

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Unclassified





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat PR 1000145031
Security Classification / Classification de sécurité Unclassified

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
--





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat PR 1000145031
Security Classification / Classification de sécurité Unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Dominique Nsengiyumva		Title - Titre Head, Technical Assessment Coordination	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-954-6806	Facsimile No. - N° de télécopieur 613-954-5809	E-mail address - Adresse courriel dominique.nsengiyumva@hc-sc.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) BLAIR, Curtis		Title - Titre SR. TRAINING OFFICER	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-941-0855	Facsimile No. - N° de télécopieur 613-948-5848	E-mail address - Adresse courriel curtis.blair@hc-sc.gc.ca	Date 2013-01-29
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?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
18. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) DESTARDINS, MELANIE M.		Title - Titre SR. PROCUREMENT & CONTRACTS OFFICER	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-941-7923	Facsimile No. - N° de télécopieur 613-941-2645	E-mail address - Adresse courriel melanie.m.desjardins@hc-sc.gc.ca	Date 2013-02-05
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Eric Fanteux		Title - Titre Quality Control Officer	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-948-1759	Facsimile No. - N° de télécopieur 613-954-4171	E-mail address - Adresse courriel eric.fanteux@tpsgc.gc.ca	Date Feb 5, 2013

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
--

