



A1. HEALTH CANADA ELECTRONIC BID SUBMISSION

Attention: Yvonne Murphy
 Email: yvonne.murphy@hc-sc.gc.ca

Request for Proposals (RFP)

for

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

A2. RFP AUTHORITY

The Authority for this RFP is:

Yvonne Murphy
 Senior Procurement and Contracts Officer
 Procurement and Contracting Division
 Chief Financial Officer Branch
 Ottawa, Ontario

Telephone: 613.698.0515
 Fax: 613.954.0737
 E-mail: yvonne.murphy@hc-sc.gc.ca

THIS CONTRACT DOES NOT CONTAIN A SECURITY REQUIREMENT

A3. TITLE Pan-Canadian Physician Resource Planning Tool	
A4. BID CLOSING DATE September 28, 2015	
A5. SOLICITATION NUMBER 1000174638	A6. ISSUE DATE August 18, 2015
A7. BID SOLICITATION DOCUMENTS The RFP is divided into six (6) parts as follows: 1. Section I – Bid Submission Requirements 2. Section II – Bid Evaluation Procedures and Evaluation Criteria 3. Section III – Financial Bid 4. Section IV – General Instructions 5. Section V – Certifications 6. Appendix 1 – Resulting Contract Clauses Annex A – Statement of Work Annex B – Basis of Payment Annex C – Security Requirements	
A8. BID DELIVERY Bids must be received by no later than 14:00 (2 p.m) on September 28, 2015 (Eastern Standard time) at the bid receiving address 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.	
A9. 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 the Certifications – Section V and, • One (1) electronic copy of Financial Bid – Section III. No price or cost information should appear in any other section of the bid. Failure to provide the Financial Bid in a separate attachment will render a bid non-responsive. Failure to comply with these instructions will result in the entire bid being declared non-responsive.	
A10. BID VALIDITY Bids will remain valid for a period of One Hundred and Twenty (120) calendar days following the Closing Date.	
A11. ENQUIRIES All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than seven (7) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
A12. APPLICABLE LAWS In accordance with GI15, 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.	
A13. INTELLECTUAL PROPERTY The Canada Will Own Intellectual Property Rights as per Appendix 1.	

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SECTION I – BID SUBMISSION REQUIREMENTS

1.1 REQUIRED INFORMATION

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 evaluation criteria;
- c. obtain the required minimum overall score for the technical evaluation criteria which are subject to a point rating.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. An evaluation team comprised of representatives of Canada and the Physician Resource Planning Task Force will evaluate the bids.

1.2 SUBMISSION OF THE BID

You are invited to submit electronic copies in either official language (English or French) of both the Technical and Cost Proposals. The RFP Reference Number and the name of the Requirement must be in the subject line of your email and your proposal must be structured in the following manner:

- one (1) *electronic* Covering Letter, signed by an authorized representative of your firm;
- one (1) *electronic* copy of the Technical Bid;
- one (1) *electronic* copy of Certifications (Section V) and;
- one (1) *electronic* copy of the Financial Bid (Section III) contained in a separate document.

If the proposal is **greater than 20mb** then the bid submission must be returned to the address below and an email shall be sent to the Departmental Representative (found on page 1) stating it has been sent by courier. You **must** send an email to the Departmental Representative to ensure your bid will be included for this requirement. The RFP Reference Number and the name of the Departmental Representative must be marked on all documents, binders and respective envelopes. Your proposal must be structured in the following manner:

- one (1) Covering Letter, signed by an authorized representative of your firm;
- three (3) copies of the Technical Bid;
- one (1) copy of Certifications (Section V) and;
- one (1) copy of the Financial Bid (Section III), contained in a separate sealed envelope.

At the following address:

161 Goldenrod Driveway, Tunney's Pasture
Loading dock of building #18,

Ottawa, ON
K1A 0K9, Canada

- 1.2.1** 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.
- 1.2.2** It is the Bidder's responsibility to obtain, if necessary, clarification of the requirements contained in the RFP and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Authority identified in A2 (RFP Authority) and in accordance with section A11 (Enquiries).
- 1.2.3** 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 is 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.

1.3 GREENING GOVERNMENT OPERATIONS

The Government of Canada has directed federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Health Canada and the Public Health Agency of Canada procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce any possible negative impact on the environment.

- 1.3.1** 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 for hardcopy submissions;
 - b. use a numbering system that corresponds to the RFP.

In order to promote environmental considerations, bidders are further encouraged to

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

1.4 DIRECT DEPOSIT PAYMENTS

Both Health Canada and the Public Health Agency of Canada have adopted electronic direct deposit as their method for paying invoices. Suppliers are asked to register for electronic direct deposit and to provide their account information upon request. For help with online registration, send an email to: DD@hc-sc.gc.ca.

1.5 SECURITY REQUIREMENTS

This RFP does not contain a Security Requirement.

SECTION II – BID EVALUATION PROCEDURES AND EVALUATION CRITERIA

2.1 BID EVALUATION PROCEDURES

- 2.1.1** The Technical Bid will first be evaluated against the mandatory technical criteria of the RFP. If the bid meets all the mandatory criteria, and the RFP contains point-rated criteria, the evaluation committee will then evaluate the point-rated technical criteria. If the mandatory technical criteria are not met, the point-rated technical criteria will not be evaluated and the bid will be given no further consideration.
- 2.1.2** Only technical bids that meet the mandatory technical criteria and the minimum score required in the point-rated technical criteria will be further evaluated against the mandatory financial criteria on the basis of the Bidder's Financial Bid.
- 2.1.3** If a technical bid is found to be non-responsive, its accompanying Financial Bid will be returned unopened to the Bidder with a note indicating that the Bid was, consequently, non-responsive.

2.1.4 Supplier Selection Method

Highest combined rating of technical merit and price

For each responsive bid, the technical merit score and the pricing score will be added to determine its total combined score. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. If two (2) or more responsive bids have the same combined total score, the responsive bid with the lowest evaluated price will be recommended for contract award.

To determine the overall score obtained by a bidder, the following weighting will be used to establish the technical and financial score:

Technical weighting: 70%
Price weighting: 30%

Technical score =
$$\frac{\text{Bidder's technical points} \times 70\%}{\text{Maximum points}}$$

Financial score =
$$\frac{\text{Lowest priced bid} \times 30\%}{\text{Bidder's total evaluated price}}$$

Total score = Technical score + Financial score

NOTE: Bids for which the total evaluated bid price is 150% greater than the lowest price of all bids received will automatically receive a score of "0 points" for the financial score.

The following is an example that illustrates how this calculation would be made. The dollar figures shown are for the purposes of this example only; they do not suggest a desired price.

	Bid 1	Bid 2	Bid 3	Bid 4
Total evaluated price of each responsive bid	\$100,000.00	\$120,000.00	\$140,000.00	\$220,000.00

In the example above, bid 4 would receive “0 points” for its financial score as it exceeds the lowest priced bid by more than 150% ($\$100,000 * 150\% = \$150,000$).

2.2 EVALUATION CRITERIA

The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total, all-inclusive bid price does not exceed the maximum funding available for this requirement. Bids exceeding this amount will be deemed non-responsive and will not be given any further consideration. This disclosure does not commit Canada to pay the maximum funding available.

The 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.

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 does not include the experience of the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

2.2.1 Mandatory 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 a “Yes” or a “No.”

ATTENTION BIDDERS:

Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.

#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
MT1	The Bidder must demonstrate its experience in developing and implementing data tools with projective modelling capability by providing examples of one or more completed projects.		
MT2	The Bidder must demonstrate its experience in developing and implementing interactive web-based user interfaces by providing examples of one or more completed projects.		
MT3	The Bidder must demonstrate its experience in gathering evidence, synthesizing information, producing technical and/or methodological reports, and making presentations. Submission must include 1 or more examples that demonstrate this experience.		
MT4	The Bidder must include complete resumes for each of the key resources to be used on the project.		

2.2.2 Point-rated Technical Criteria

In addition to meeting the Mandatory Criteria, the Bidder should also address the Point-Rated Criteria identified below.

Minimum overall score

The overall minimum cumulative score is of 55 points for the sum of technical criteria R1 to R6. Bids that fail to meet the minimum score of 55 points will be declared non-responsive and no further consideration will be given to the bid.

#	Point-Rated Technical Criteria	Points allocated	Cross-Reference to bid (indicate page #)
R1	<p>Modelling experience:</p> <p>The Bidder or its sub-contractor has explicitly demonstrated experience in developing and implementing modeling projects that are relevant to the requirements of this project.</p> <p>Points will be awarded as per the following criteria:</p> <p>(1) Relevance of modelling experience (Maximum of 15 points):</p> <p>(i) Experience in developing and implementing projection modeling projects – 1 point each, up</p>	15 points	

	<p>to a maximum of 5 points</p> <p>(ii) One additional point if the projection modeling project is relevant to supply/labour force – up to a maximum of 5 points</p> <p>(iii) One additional point if the supply projection modeling project is specific to health workforce – up to a maximum of 5 points</p> <p>(2) Modelling projects of similar complexity (Maximum of 15 points):</p> <p>(i) Experience developing a project/modelling tool using information from multiple sources – 1 point for each project, up to a maximum of 5 points</p> <p>(ii) One additional point if the project/model was at a provincial or national level – up to a maximum of 5 points</p> <p>(iii) One additional point if the project/model was pan-Canadian – up to a maximum of 5 points</p> <p><i>National: Relating or belonging, or representing the nation of Canada as a whole. To say a program is "national" implies that it is owned, maintained and controlled by the federal government or a national stakeholder organization.</i></p> <p><i>Pan-Canadian: Refers to the federal, provincial and territorial governments working collectively or in cooperation with one another. To say that a program is pan-Canadian implies collective ownership and responsibility on the part of F/P/T governments.</i></p>	<p>15 points</p> <p>Total Points = 30 points</p>	
<p>R2</p>	<p>Understanding of the Requirements of the Project:</p> <p>The bidder is asked to include an outline (maximum of 1 page) which details the methodology proposed and the approach by which it would be implemented. The assessment of this criteria will be based on the extent to which the proposal articulates the bidder's understanding, in their own words, of the goal of the project, and will be evaluated as follows:</p> <p>5 points = a clear understanding of the requirement of the project; clearly references how the project would integrate multiple sources of data; includes the intended use of the schematic provided in Annex "A" - the SOW; and might include suggested improvements to the requirements in the statement of work, if needed.</p> <p>3 points = adequate information is provided to show some understanding of the project goals; indicates how project may integrate multiple sources of data, but no reference or details of intended use of schematic provided in the SOW.</p>	<p>5 points</p>	

	<p>0 points = crucial pieces of information are missing; irrelevant information is included; lacks clarity and understanding of the project goals.</p>		
R3	<p>Developing and implementing interactive web-based user interfaces:</p> <p>The Bidder or its sub-contractor has explicitly demonstrated experience in developing and implementing interactive web-based user interfaces.</p> <p><u>Points will be awarded as per the following breakdown (Maximum of 15 points):</u></p> <p>(1) Number of interactive web-based user interface projects (one point for each project to a maximum of 5 points)</p> <p>(2) Two additional points will be awarded for each of these web-based user interfaces that are interactive/allow for scenario building (up to a maximum of 10 points). Samples must be included (links for live demo or screen shots).</p> <p>Work Plan:</p> <p>The Bidder’s proposed Work Plan should demonstrate plans for delivery of the identified activities and deliverables in Annex “A” – SOW. This plan should include information such as scheduling of deliverables and milestones, level of effort, reporting and debriefing arrangements, etc.</p>	15 points	
R4	<p><u>The submitted Work Plan will be evaluated and a total of 9 points will be awarded as follows:</u></p> <p>(1) A breakdown of tasks is provided with proposed plan for delivering work – 1 points</p> <p>(2) Level of effort (anticipated time and commitment of team members) is identified – 1 points</p> <p>(3) Pre- and post- briefing arrangements are identified where necessary – 1 points</p> <p>(4) Plan is clear and logical – up to 3 points</p> <p>(5) Plan is feasible – up to 3 points</p>	9 points	
R5	<p>Team experience:</p> <p>The Bidder should demonstrate the proposed team’s capacity by submitting a resume for each team member, including a brief description (max 2 paragraphs per person) of how the individual’s experience is relevant to his/her role as articulated in Annex “A” – SOW.</p> <p><u>Points will be awarded based on the capacity and experience of the proposed team (Maximum of 9 points):</u></p>	9 points	

<p>R6</p>	<p>(1) Overall breadth of experience represented on the team, including team lead (up to 3 points)</p> <p>(2) Relevance of each individual's experience related to Anticipated Resources articulated in Section 5 of Annex "A" – the SOW (up to 6 points)</p> <p>Written Reports and Presentations:</p> <p>The Bidder or its sub-contractor has demonstrated experience in gathering evidence, synthesizing information, producing written reports and presentations. Bidders are asked to submit samples of written reports/presentations.</p> <p><u>Points will be awarded as per the following breakdown:</u></p> <p>(1) Relevance of written reports/presentations to project deliverables (Maximum 6 points)</p> <p>(i) One point awarded for each sample of written reports relevant to project deliverables (e.g. project plan detailing methodology, user guide, project updates/progress reports, etc.) – up to a maximum of 3 points</p> <p>(ii) One point awarded for each sample presentations relevant to project deliverables (e.g. presenting methodology, final product/tool and its outputs, etc.) – up to a maximum of 3 points</p> <p>(2) Quality of sample reports/presentations provided (Maximum 5 points)</p> <p>5 points = samples are well written, do not contain any spelling mistakes, and include samples for diverse audiences (technical and non-technical).</p> <p>3 points = samples are adequately written, however all samples are too technical (do not consider project audience / do not provide sample formats for varied audiences).</p> <p>0 points = samples are poorly written, with poor grammar and spelling.</p> <p>Overall passing mark = minimum of 55 out of 79 points (70%)</p>	<p>6 points</p> <p>5 points</p> <p>Total Points = 11</p>	
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SECTION III – FINANCIAL BID

Financial Bids (cost/price proposals) will only be evaluated after the evaluation of the Technical Bid is complete. Financial Bids will not be considered if their accompanying technical bid has been ruled non-compliant.

All the information required in this section must be provided in the Bidders' Financial Bid.

Limitation of Expenditure

The Bidder must provide firm, all-inclusive per diem rates, inclusive of overhead costs and profit, and including Canadian customs duties and excise taxes. The Bidder must also identify any estimated expenses, if applicable.

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

- 3.0.1** Bidders must provide their Financial Bid in accordance with Appendix 1, Annex B – Basis of Payment provided below. All payments will be made in accordance with the Basis of Payment of Appendix 1, Annex B.
- 3.0.2** Exchange rate fluctuation protection is not offered.
- 3.0.3** The Financial Bid must contain a detailed breakdown of the **total estimated price**, by phase, or by major tasks. The Financial Bid should address each of the following, if applicable:

a. Per Diem (based on 7.5 hours/day)

For each proposed resource, including subcontractors, the Bidder should indicate the proposed all-inclusive per diem rate and the estimated level of effort required. Bidders within the National Capital Region (NCR) must submit an all-inclusive per diem rate that includes any displacement costs within the NCR.

NOTE: Canada will not pay the Contractor its fixed time rates for any time spent in “travel status” (e.g. time spent travelling by car or plane, or time spent travelling to and from the airport).

b. Travel (GST/HST included)

The Bidder should estimate the cost of the travel and living expenses associated with this requirement using the most current National Joint Council Travel Directive.

Travel costs will be reimbursed if the completion of tasks identified in the Statement of Work take the supplier outside of his/her normal business area. Canada will not accept any travel and living expenses for travel within their normal business area.

The Bidder must submit a copy of receipt(s) for payment. Original receipts may be requested at any time by Canada.

c. Other Expenses (GST/HST included)

The Bidder should list any other expenses which may be applicable for this requirement, giving an estimated cost for each (e.g. shipping, equipment purchased, rentals, materials). The Bidder must submit a copy of receipt(s) for payment. Original receipts may be requested at any time by Canada.

d. 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.

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

3.1 PRICING SCHEDULE

3.1.1 Professional services

The Bidder must provide firm, all inclusive per diem rates prices as indicated in Annex B – Basis of Payment.

SECTION IV – GENERAL INSTRUCTIONS

	INTERPRETATION		
	In this RFP:		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.
0.1	“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.	5.3	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.
0.2	“Her Majesty”, the “Minister” or “Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister of Health, acting through Health Canada (referred to herein as the “Minister”).		
	G11 RESPONSIVENESS	G16	RIGHTS OF CANADA
1.1	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”.	6.1	Canada reserves the right: 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; to reject all bids received in response to this RFP; to accept any bid, in whole or in part, without prior negotiation; to cancel and/or re-issue this RFP at any time; to award one or more contracts, if applicable; to not accept any deviations from the stated terms and conditions;
	G12 ENQUIRIES – BID SOLICITATION STAGE	6.2	to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful bid in any resulting contract; and
2.1	All enquiries or issues concerning this RFP must be submitted in writing to the RFP Authority identified in A2 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.	6.3	to not contract at all.
2.2	To ensure consistency and quality of information provided to Bidders, the RFP 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.	6.4	
2.3	All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the RFP Authority named herein. Non-compliance with this condition during the bid solicitation period will (for that reason alone) result in bid disqualification.	6.5	
		6.6	
		6.7	
		6.8	
		G17	INCAPACITY TO CONTRACT WITH GOVERNMENT
		7.1	By submitting a bid, the Bidder declares that the Bidder has not been convicted of an offence under the following provisions of the <i>Criminal Code</i> :
			– 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.
		7.2	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 RFP 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.
G13	BIDDER’S SUGGESTED IMPROVEMENTS DURING BID SOLICITATION PERIOD	G18	INCURRING OF COSTS
3.1	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 RFP 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 RFP 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.	8.1	No costs incurred before receipt of a signed contract or specified written authorization from the RFP 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.
		G19	BIDDERS ARE NOT TO PROMOTE THEIR INTEREST IN THE PROJECT
G14	BID PREPARATION COSTS	9.1	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.
4.1	The costs, including travel incurred by the Bidder in the preparation of its bid, or of any resulting contract, will be the sole responsibility of the Bidder and will not be reimbursed by Canada.	G110	PROPERTY OF CANADA
		10.1	Bids received on or before the stipulated RFP closing date and time will become the property of Canada and may not be
G15	BID DELIVERY		
5.1	Bids or amendments thereto, will only be accepted by the RFP Authority if they are received at the address indicated in A1, on or before the closing date and time specified in A7.		
5.2	Responsibility for bid delivery: the Bidder has the sole responsibility for the timely receipt of a bid by Canada and		

- 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 *Access to Information Act* (R.S. 1985, c. A-1) and *Privacy Act* (R.S., 1985, c. P-21).
- GI11 PRICE JUSTIFICATION**
In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the RFP Authority's request, one or more of the following price justifications:
- 11.1 a current published price list indicating the percentage discount available to Canada; or
- 11.2 copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or
- 11.3 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
- 11.4 price or rate certification; or
- 11.5 any other supporting documentation as requested by the RFP Authority
- GI12 ANNOUNCEMENT OF SUCCESSFUL BIDDER**
- 12.1 If this RFP was advertised on the "Buyandsell.gc.ca" tendering service, the name of the successful Bidder will be announced on Buyandsell.gc.ca upon contract award and sign off.
- 12.2 If this RFP was not advertised on "Buyandsell.gc.ca," 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.
- GI13 APPLICABLE LAWS**
- 13.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
The Bidder may propose a change to the applicable laws in his/her bid. If no change is made, it acknowledges that the applicable laws specified in this RFP are acceptable to the bidder.
- GI14 CONTINGENCY FEE**
- 14.1 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.
- GI15 CONFLICT OF INTEREST – UNFAIR ADVANTAGE**
- 15.1 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.
- 15.2 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.
- 15.3 Where Canada intends to reject a bid under this section, the RFP 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 the bid Closing Date.
- 15.4 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.
- GI16 CONDUCT OF EVALUATION**
- 16.1 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.
- 16.2 Bidders will have the number of days specified in the request by the RFP 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.
- GI17 BIDDER DEBRIEFINGS**
- 17.1 Should you require additional information or a debriefing regarding your bid, please contact the RFP authority identified in A2 within 15 calendar days of notification of results. The debriefing may be in writing, by telephone or in person. Debriefings provide bidders an opportunity to understand where their bids may need to be improved in response to future solicitations. After the debriefing, and if needed, you will be provided with information on other dispute resolution options available to you such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses. For more information on the Office of the Procurement Ombudsman go to: <http://opo-boa.gc.ca>

SECTION V – CERTIFICATIONS

The following information must be submitted along with a signed covering letter, the Technical Bid, Financial Bid (Section III) as well as the Certifications (Section V).

5.1 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

5.2 CERTIFICATIONS

Bidders must provide the required certifications at bid submission. Canada may declare a bid non-responsive if the required certifications are not part of the bid content.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before and after awarding of a contract). The RFP 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 RFP Authority for additional information will also render the Bid non-responsive.

5.3 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 whose statement of education and experience Canada has relied upon to evaluate the Bid and award the contract.

5.4 CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

5.4.1 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.

5.4.2 Status of Personnel

If, in the fulfilment of this requirement, the Bidder has proposed any person 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 and to submit such person's résumé to the RFP Authority.

During the evaluation of its bid, the Bidder must upon the request of the RFP 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 bid from further consideration.

5.5 FORMER PUBLIC SERVANT CERTIFICATION

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

5.5.1 Definitions

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

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

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

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

5.5.2 Former Public Servant in Receipt of a Pension

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

Yes ()

No ()

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

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

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

5.5.3 Work Force Adjustment Directive

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

Yes ()

No ()

If so, the Bidder must provide the following information:

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

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

5.6 JOINT VENTURE/PARTNERSHIP

A joint venture is not considered a "person" for registration purposes, whereas a partnership is. Therefore, a partnership can have a Procurement Business Number (PBN); 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.

5.7 FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

5.7.1 The Federal Contractors Program (FCP) ensures that contractors who do business with the Government of Canada achieve and maintain a workforce that is representative of the Canadian workforce. The Program applies to non-federally regulated contractors that:

- have a combined workforce in Canada of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more; and
- received an initial federal government goods and services contract, a standing offer, or a supply arrangement valued at \$1 million or more (including applicable taxes).

The Federal Contractors Program was established in 1986 to further the goal of achieving workplace equity for designated groups experiencing discrimination in the Canadian labour market. These groups are:

- women;
- Aboriginal peoples;
- persons with disabilities; and
- members of visible minorities.

Effective June 27, 2013 a redesigned FCP will be in effect which includes:

- an increase in the contract threshold from \$200,000 to \$1 million to support the Government's commitment to reduce regulatory red tape burden for small- to medium-sized employers;
- assessment that focus on achievement of results enabling contractors to determine initiatives best suited to their organization in order to achieve employment equity objectives.

5.7.2 Agreement to Implement Employment Equity

Contractors who bid on an initial goods and services contract, a standing offer, or a supply arrangement estimated at \$1 million or more (including applicable taxes) with the Government of Canada must first certify their commitment to implement employment equity by signing the [Agreement to Implement Employment Equity \(LAB1168\)](#) prior to contract award.

Once the goods and services contract, the standing offer, or the supply arrangement is awarded to the contractor, the contractor is assigned a unique Agreement to Implement Employment Equity number and is informed by Labour Program that they are now subject to the FCP. Contractors are then required to implement employment equity and, if representation gaps exist, to make all reasonable efforts most appropriate within the context of their specific organizational environment and structural needs to close any identified gaps. This obligation is on-going and not only subject to the period of the contract, including future contracts.

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

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

Date: _____ (YYYY/MM/DD) *(If left blank, the date will be deemed to be the bid solicitation closing date).*

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

() A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

() A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed appendix Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

5.8 DETERMINING THE POTENTIAL FOR COMMERCIAL EXPLOITATION OF THE INTELLECTUAL PROPERTY

Is there potential for commercial exploitation of any Intellectual Property that may be generated by the resulting contract?

- () Yes
- () No

5.9 SIGNATURE AND 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.

Signature

Date

Print Name and Capacity

APPENDIX 1 – RESULTING CONTRACT CLAUSES

1. GENERAL INFORMATION

1.1. Contact Information

1.1.1. 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.

1.1.2. Project Authority

The Project Authority is: To Be Determined at Contract Award

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Phone number: _____
 Email: _____

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 to be sent to the Project Authority directly. Invoices must be sent to if by Email: P2P.East.Invoices-Factures.est@hc-sc.gc.ca. If by regular mail: Accounting Operations East - P2P Invoices, 2932 Baseline Road, Tower C, Ottawa, Ontario, K1A0K9

1.1.3. Contractor's Authorized Representative

The Contractor's Authorized Representative is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Phone number: _____
 Email: _____

1.2. PERIOD OF THE CONTRACT

The initial contract period will begin on the date of Contract Award and end one (1) year later.

The Contractor hereby grants to Canada the irrevocable option to extend the period of the Contract by up to one (1) additional eighteen (18) months 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.

1.3. SECURITY REQUIREMENTS

There is no security requirement applicable to this Contract.

1.4. BASIS OF PAYMENT

Refer to Annex B

1.5. METHOD OF PAYMENT – TO BE DETERMINED AT CONTRACT AWARD**MILESTONE PAYMENTS**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- i. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

1.6. INVOICING INSTRUCTIONS

One (1) copy of each invoice must include the following:

- 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 the amount of any tax (including GST/HST)
- g. Reimbursable travel expenses appearing on the invoice must be itemized by category.

Please refer to the example below.

Travel and Allowable Accommodation and Miscellaneous Costs:	Receipt /Voucher Attached	Amount	Total
Air			\$
Rail			\$
Motor Vehicle Rental			\$
Personal Motor Vehicle			\$
Taxi			\$
Accommodation			\$
Meals			\$
TOTAL			\$

2. 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/3/1031-2>
- 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 C3 (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 wilful 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:
- 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;
 - the Cost to the Contractor plus a fair and reasonable profit for all Work terminated by the termination notice before completion; and
 - 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:
- 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

- 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-pwgsc.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. Federal governments and agencies are to pay Applicable Taxes.
- 23.2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 23.3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 23.4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price 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.
- 23.5. Tax Withholding of 15 Percent – Canada Revenue Agency 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 not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. 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 giving 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. Contract administration and dispute resolution

- 34.1. In the event that concerns or issues arise regarding the application of the terms and conditions of a contract, or regarding its administration, the Contractor should contact the contracting officer identified in the Contract to schedule a meeting by phone or in person to discuss and/or resolve any disagreements or misunderstandings. After this initial meeting has taken in place, and if needed, contractors will be provided with information on other dispute resolution options available to them such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.
- 34.2. At the request and consent of both Parties, the Office of the Procurement Ombudsman may be requested to participate in an alternative dispute resolution process to resolve any dispute between the Parties respecting the interpretation or application of the terms and conditions of the resulting Contract and their consent to bear the costs of such a process. The Office of the Procurement Ombudsman may be contacted by phone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

GC35. Transportation Carriers' Liability

- 35.1. 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.

3. 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 and receipt by Canada 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 National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on Contract" (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.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 by Canada 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 National Joint Council Travel Directive.
- 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 National Joint Council Travel Directive. Insurance is the responsibility of the Contractor. Canada 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 National Joint Council 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 National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.
- 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 National Joint Council 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 National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.
- 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. Receipts and vouchers for accommodation and transportation are required to be submitted with each claim, except when private, non-commercial accommodation is used. Luxury accommodation is not permitted. Original receipts may be required upon request from Canada, if so, the Contractor must provide original receipts.
- 4.3.8. Entertainment is not an allowable expense.

4. INTELLECTUAL PROPERTY

IP2. Canada to Own Intellectual Property Rights

1.0 Interpretation

In the Contract,

- 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, show-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 Information**
- 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, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
- 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 that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

3.0 Canada to Own Intellectual Property Rights in Foreground Information

- 3.1 All Intellectual Property Rights in the Foreground

Information belong to Canada as soon as they come into existence. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted under this Contract or otherwise in writing by Canada.

- 3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2018)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (2018)

- 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. 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.
- 3.5 The Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights in the Foreground Information 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 registration of any Intellectual Property Right in any jurisdiction, including the assistance of the inventor in the case of inventions.
- 4.0 **License to Intellectual Property Rights in Background Information**
- 4.1 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 Background 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 Background Information, other than exploit it commercially in competition with the Contractor and transfer or assign ownership of it. This license 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 license in the Background Information includes, but is not limited to:

- a. the right to disclose the 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 Background Information to other governments for information purposes;
 - c. the right to reproduce, modify, improve, develop or translate the 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 The Contractor represents and warrants that it has the right to grant to Canada the ownership in the Foreground Information and the license and any other rights to use the Background Information. The Contractor will ensure that any Intellectual Property Rights in any Foreground Information developed by a sub-contractor or any third party must be promptly transferred to and owned by Canada. If the Intellectual Property Rights in any 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.
- 4.5 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.
- 5.0 **Waiver of Moral Rights**
- 5.1 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

INSERT TITLE STATEMENT OF WORK 17 August 2015

1. SCOPE

1.1. Title

Pan-Canadian Physician Resource Planning Tool

1.2. Introduction

The Physician Resource Planning Task Force (PRPTF) Technical Steering Committee (TSC) requires the services of a Contractor to carry out work that will produce a new data tool in aid of physician workforce planning. The Contractor will, in partnership with the TSC, design, develop and implement a pan-Canadian physician labour supply projection model and restricted web-enabled user interface. This is the first initiative of its kind in Canada. Up to now, health human resources planning has been undertaken by individual jurisdictions. Factors such as increasing physician mobility within Canada, the expanding role of international medical graduates in healthcare provision, and increased numbers Canadians who study medicine internationally, create significant complexities in health human resource planning and have led to the development of this pan-Canadian tool.

Although this Request for Proposals (RFP) is being issued by Health Canada, the resulting tool will not reside at Health Canada. The ultimate 'home' of the tool has yet to be decided; however, the tool should be developed such that it may be hosted within, and easily transferred to, any online web environment.

The tool should be a stock and flow labour supply projection model for physicians that allows for scenario building and an interactive web enabled user interface. The supply tool will be inclusive of all programs/queries/scripts that produce intermediate and final physician supply outputs. Intermediate inputs will include estimates for such factors as interprovincial migration, postgraduate exits and physician workforce retirement rates, which are required to produce final outputs. Final outputs of the supply tool are expected to include physician counts and full-time equivalencies (FTEs) for each medical specialty at the national, regional, provincial and sub-provincial (e.g., regional health authority, urban/rural) levels. The programs/queries/scripts will reflect all methodologies as proposed by the Contractor based on meetings with 4-5 technical experts identified by the Project Authority and as approved by the TSC. The Contractor will be working towards outputs that are both highly relevant and visually appealing to senior leadership of Federal/Provincial/Territorial (F/P/T) Governments, Canadian Faculties of Medicine and key national stakeholder organizations.

The following is a brief description of the key tasks required during the initial period of the contract. The Contractor will be required to:

- meet with 4-5 technical experts identified by the Project Authority to review and discuss comparable supply projection models;
- develop a detailed methodology and scenario planning approach for the supply projection model, including user interface and data access requirements;
- present detailed methodology to TSC and/or PRPTF members for feedback;
- integrate feedback from presentations (above) into the design, then build the tool:
 - incorporate the data into the model;
 - develop queries, estimates and data outputs;
 - test the model to make sure the mechanics work;
 - verify data outputs against other existing model outputs where possible;
- present the supply model and prototype outputs at TSC meeting;
- integrate TSC feedback and make necessary refinements to the supply model;
- present the refined supply model and prototype outputs at PRPTF meeting;
- develop a restricted access web-enabled interface for the supply model with desired inputs and outputs;

- prepare documentation of all activities pertaining to the development and implementation of the supply model (methodology; inputs and outputs; user guide);
- present live demo of supply model including user interface at TSC meeting;
- integrate feedback from TSC and make any necessary refinements to the supply model;
- present live demo of supply model including user interface to PRPTF and/or Committee on Health Workforce (CHW) and/or Deputy Ministers (DMs);
- integrate any final changes to supply model based upon feedback from live demos to PRPTF and/or CHW and/or DMs;
- Prepare and conduct 1-2 training sessions on using and maintaining the model.

1.3. Estimated Value

The total value of any contract resulting from this RFP, from Date of Contract Award for one (1) year, shall not exceed \$150,000.00, including travel and living expenses (if applicable), and excluding all applicable taxes. Based on needs, this contract may be:

Extended, by mutual consent, for up to one (1) additional eighteen (18) months periods under the same terms and conditions, and where the total contract value may be increased up to an additional \$350,000.00 excluding all applicable taxes;

1.4. Objectives of the Requirement

The objectives of the requirement are to obtain the services of a Contractor to work in collaboration with the Project Authority in the design, development and implementation of a pan-Canadian physician resource supply projection model. This tool will assist key decision makers in national health human resources planning, and, in turn, promote greater efficiencies within the healthcare system and better meet the healthcare needs of Canadians. This Contract could potentially lead to additional work in which a pan-Canadian needs-based physician resource planning tool will be developed and implemented, pending the approval of the F/P/T Conference of Deputy Ministers of Health (CDM).

Should future work be approved by the CDM, the Project Authority may elect to exercise the option of continuing to engage the Contractor. The Contractor will develop a needs-based planning tool that will follow the broad parameters laid out by the TSC and PRPTF. These needs parameters may include factors such as future demographics, socio-economic status of the population, current physician service utilization, prevalence of disease, etc. The Contractor will also define average workloads of physician specialties and apply these to the estimated future needs to determine the number of physicians required to meet those needs. The proposed methodology will be vetted by members of the TSC and PRPTF via webinar or other means to get feedback and consensus. The Contractor will consolidate and integrate all feedback. The Contractor will need to collect existing data; compile and link all necessary data sets; and build all of the required queries in order to develop the needs-based tool. Once the needs-based tool is completed, the Contractor will integrate it into the existing supply tool and user interface to forecast where the future physician supply will be adequate or inadequate to meet the needs of the population. A national launch will feature the formal introduction and roll-out of the comprehensive pan-Canadian physician resource planning tool and its outputs.

1.5. Background and Specific Scope of the Requirement

In June 2012, the CDM directed its Committee on Health Workforce (CHW) to work with the Association of Faculties of Medicine of Canada (AFMC) to examine ways in which to advance Recommendation #1 of the Future of Medical Education in Canada Postgraduate Project Report, to “ensure the right mix, distribution and number of physicians to meet societal needs.” The full recommendation reads as follows:

In the context of an evolving healthcare system, the PGME system must continuously adjust its training programs to produce the right mix, distribution, and number of generalist and specialist physicians – including clinician scientists, educators, and leaders – to serve and be accountable to the Canadian population. Working in partnership with all healthcare providers and stakeholders, physicians must address the diverse health and wellness needs of individuals and communities throughout Canada.

The CDM established the PRPTF in the spring of 2013 to facilitate collaboration and coordination of pan-Canadian physician human resources planning in support of the Deputy Ministers of Health/Deans of Medicine Working Group. The PRPTF is co-chaired by a provincial CHW representative and the AFMC, and focuses on advancing:

- a process for addressing physician imbalances across identified specialties;
- a pan-Canadian physician planning tool to better understand the complexities of physician supply; and,
- accurate information to support decision-making by those considering and currently pursuing medical education, both in Canada and abroad.

As part of the PRPTF work, a Technical Steering Committee (TSC), co-chaired by the Ontario MOHLTC and the Canadian Post-M.D. Education Registry (CAPER), was created to oversee the development of a pan-Canadian physician workforce planning tool. The TSC is comprised of health human resources planning experts from F/P/T Governments and national stakeholder organizations. During its inaugural meeting on November 8, 2013, members discussed the broad parameters of the pan-Canadian physician workforce supply modelling tool.

In order to ensure that the deliverables are attainable within the identified time and resources, several assumptions underpin this work:

- The modelling tool development work will be undertaken in a staged approach, with a focus on the supply tool in 2015-16 and development and integration of a needs-based tool in a planned future phase. In this first phase of work the supply-based tool is expected to take the form of a compilation of linked data sets required to produce historical and forecasted physician supply statistics. Data will be at a disaggregated level appropriate for the parameter. Linked data sets will be anonymized and will be strictly used for the purposes of implementing the supply projection model.
- The schematic diagram provided in Appendix A Draft Framework for Pan-Canadian Physician Resource Planning Tool should be used as a guide to the major components and flow of information needed in the model. Bidders should prepare their submissions, illustrate past experience, etc., with this diagram in mind.

The model will be inclusive of all programs/queries/scripts that produce intermediate and final physician supply outputs. Intermediate outputs will include estimates, such as medical school attrition rates and physician workforce retirement rates, which are required to produce final outputs. Final outputs of the supply tool will be confirmed as part of project consultation work, but are expected to include physician counts for each medical specialty at the national, regional, provincial and sub-provincial (e.g., regional health authority, urban/rural) levels. The programs/queries/scripts will reflect all methodologies as proposed by the Contractor based on meetings with 4-5 technical experts identified by the Project Authority, and as approved by the TSC. The Contractor will develop and present prototype outputs during the initial tool development (November 2015 – March 2016). Final outputs, reflecting actual physician supply forecast generated by the fully-functional pan-Canadian labour supply projection model, will be delivered during the latter part of the Contract (July – September 2016).

- The PRPTF has agreed to focus on outputs that serve two end user groups in this first phase of work, the Deputy Ministers of Health and the Deans of Medicine. These groups are key influencers in health human resources planning and decision-making in Canada. Access to the supply projection model may be expanded in a planned future phase of work to include additional end user groups (potentially at different levels), such as university-based researchers, national stakeholder groups, learners, medical residents and the public.
- Information generated from the supply projection model will be shared via a restricted web-enabled user interface, which will be built and implemented within the scope of this Contract. The user interface must allow scenario planning capabilities. For example, it will allow the user to manipulate entry level undergraduate medical education class sizes, the number of positions available within each postgraduate medical education discipline, the number of international medical graduates entering training and/or the licensed physician workforce, provincial/sub-provincial physician retention and retirement rates. The final list of user defined parameters will be decided in consultation with the PRPTF and TSC.

- The scope of this Contract is limited to the design, development and implementation of a pan-Canadian labour supply projection model with a restricted web-enabled user interface. The supply model must be developed with the assurance that it will be able to easily integrate a needs-based component in a potential future phase of work.
- Data sources/partners for the supply tool are as follows:
 - Canadian Institute for Health Information (CIHI) National Physician Database (protected)
 - AFMC/CAPER

1.5 Data Privacy and Security Issues

1.5.1 Data-Sharing: Datasets from CAPER and CIHI will be used to develop the pan-Canadian physician labour supply projection model. The two organizations have finalized a data-sharing agreement, and will identify all relevant variables and link datasets in advance of the Contractor's start date. Anonymized data will be provided to the Contractor. All references to data refer to anonymized data. A nondisclosure/confidentiality agreement will be in place between CAPER and the Contractor. The agreement will restrict the use of data to the current project and require the Contractor to destroy its copies of the data upon completion of the initiative.

1.5.2 Outputs/End users: The target audience for the labour supply projection model will be restricted and limited to two end user groups, the Deputy Ministers of Health and the Deans of Medicine and their delegates. Access to the model will be restricted and limited to these two end user groups and the outputs are not classified.

1.5.3 Stakeholder engagement: As part of this project the Contractor will meet with 4-5 technical experts identified by the Project Authority to seek input and advice on methodologies for designing, developing and implementing similar physician supply projection models; these meetings do not involve data collection. Representatives of jurisdictions and other stakeholders will be at liberty to share only the information they wish to share.

1.5.4 Written products: All written products generated by this project (e.g. meeting reports) will be non-attributive.

1.5.5 Ownership / Where the tool will reside: All linked datasets created in the development of the model, and the resulting model, will be the property of Health Canada until such times as the model is assigned a permanent home by the PRPTF.

2. REQUIREMENTS

2.1. Tasks, Activities, Deliverables and Milestones

In the initial period, the Contractor must undertake the following tasks:

Activities and Tasks	Deliverable	Tentative Schedule*
1. Meet with 4-5 technical experts identified by the Project Authority to review and discuss comparable supply projection models	Meeting notes including key points	October 2015
2. Develop a detailed methodology and scenario planning approach for the supply projection model, including user interface and data access requirements	Project plan detailing proposed methodology and phases of model development for a pan-Canadian physician labour supply projection model	October – November 2015
3. Present detailed methodology to TSC and/or PRPTF members for feedback	One-two presentations via teleconference	November – December 2015

Activities and Tasks	Deliverable	Tentative Schedule*
4. Integrate feedback from presentations (from 3, above) into the design, then build the tool: <ul style="list-style-type: none"> incorporate the data into the model; develop queries, estimates and data outputs; test the model to make sure the mechanics work; verify data outputs against other existing model outputs where possible 	n/a	November 2015 – January 2016
5. Present the supply projection model and prototype outputs at TSC meeting in Ottawa	Presentation of supply tool (without user interface) and prototype outputs	January - February 2016
6. Integrate TSC feedback (from 5, above) and make necessary refinements to the supply projection model	n/a	January - February 2016
7. Present the refined supply projection model and prototype outputs at PRPTF meeting	Presentation (in-person or via videoconference) of refined supply tool (without user interface) and prototype outputs	February - March 2016
8. Develop a restricted access web-based interface for the supply projection model with desired inputs and outputs	Web-based interface for supply model from which outputs may be generated. The tool should be intuitive for most non-technical users.	January – April 2016
9. Prepare documentation of all activities pertaining to the development of the supply projection model (e.g. methodology, inputs and outputs, user guide)	Final Report	May – June 2016
10. Present live demo of supply projection model including user interface at TSC meeting in Ottawa	Live demo	May 2016
11. Integrate feedback from TSC (from 10, above) and make any necessary refinements to the supply projection model	n/a	May 2016
12. Present live demo of supply projection model including user interface to PRPTF and/or CHW and/or DMs	Live demo	May - June 2016
13. Integrate any final changes to supply projection model based upon feedback from live demos to PRPTF and/or CHW	Final version of supply tool	June – July 2016
14. Prepare and conduct 1-2 training sessions on using and maintaining the model.	1-2 webinars	August - September 2016

* Schedule to align with PRPTF, CHW, and CDM meetings, as required.

This Contract could **potentially lead** to additional work in which the Contractor will design and develop a needs-based physician resource planning tool that will follow the broad parameters laid out by the TSC and PRPTF. The Contractor will integrate the needs-based tool into the existing supply model, ultimately creating a comprehensive pan-Canadian physician resource planning tool. Please refer to section 1.2 for further detail on the optional period. The following is an estimate of anticipated milestones for the optional period to help inform Vendors' financial bids:

Activities and Tasks	Deliverable	Tentative Schedule*
1. Meet with up to 5 jurisdictions identified by the Project Authority to review and discuss comparable needs-based projection models.	Meeting notes including key points	TBA
2. Develop a detailed methodology and scenario planning approach for the needs-based model, including user interface and data access requirements.	Project plan detailing proposed methodology and phases of model development for a pan-Canadian physician needs projection model	TBA
3. Present detailed methodology for the needs-based model to TSC and/or PRPTF members for feedback and consensus.	One-two presentations via teleconference	TBA
4. Consolidate and integrate feedback from presentations (from 3, above) into the model design.	n/a	TBA
5. Collect existing data; compile and link all necessary data sets.	n/a	
6. Build the integrated model (on a development site): <ul style="list-style-type: none"> • incorporate data and outputs from the supply model • incorporate the needs-based data elements into the model; • develop queries, estimates and data outputs; • test the model to make sure the mechanics work; • verify data outputs against other existing model outputs where possible. 	n/a	
7. Present the pan-Canadian needs-based physician resource planning tool at TSC and/or PRPTF meetings in Ottawa.	1-2 presentations of pan-Canadian needs-based physician resource planning tool and prototype outputs	TBA
8. Integrate TSC feedback (from 7, above) and make necessary refinements to the model.	n/a	TBA

Activities and Tasks	Deliverable	Tentative Schedule*
9. Upload the development site onto the user interface and 'go live' with the needs-based pan-Canadian physician resource planning tool.	'Live' needs-based pan-Canadian physician resource planning tool	
10. Prepare documentation of all activities pertaining to the design, development and implementation of the needs-based model (methodology; inputs and outputs; user guide).	Final Report	TBA
11. Present live demo of pan-Canadian needs-based physician resource planning tool including user interface at TSC and/or PRPTF meetings in Ottawa.	Live demo	TBA
12. Integrate feedback from the TSC and/or PRPTF meetings (from 13, above) and make any necessary refinements to the pan-Canadian physician resource planning tool.	n/a	TBA
13. Present live demo of the pan-Canadian needs-based physician resource planning tool including user interface to CHW and/or DMs.	Live demo	TBA
14. Integrate any final changes to the pan-Canadian physician resource planning tool based upon feedback from live demos to PRPTF and/or CHW and/or DMs.	Final version of supply tool	TBA
15. Prepare and conduct 1-2 training sessions on using and maintaining the needs-based pan-Canadian physician resource planning tool.	1-2 webinars	TBA

2.2. Specifications and Standards

Although this RFP is being issued by Health Canada, the resulting tool will not reside at Health Canada. The ultimate 'home' of the tool has yet to be decided; however, the tool should be developed such that it may be hosted within, and easily transferred to, any online web environment. (i.e. respects W3C standards, cross-browser, cross-platform, etc.)

All reports must be written in Microsoft Office Word with charts converted to a viewable format (pdf) and the file format used to create the charts originally such as Excel. These will be converted to Adobe PDFs as required to facilitate review by the Project Authority and TSC. The Supply Tool Report is to include a list of experts consulted.

All deliverables must be produced in electronic copies only unless otherwise requested by the Project Authority and agreed to by all parties.

All recommendations and/or opinions must be evidence based, and represent an objective critical analysis that is presented in a concise, logical manner.

2.3. Technical, Operational and Organizational Environment

The Project Authority will provide any relevant background documents to the Contractor. The Contractor will possess all necessary databases, as well as modelling and web development tools required to produce the desired outputs. The tool should be developed such that it may be hosted within, and easily transferred to, any online web environment.

2.4. Method and Source of Acceptance

All deliverables and services rendered under this Contract are subject to inspection by the Project Authority, who will consult with the Technical Steering Committee as part of the inspection. Should any deliverable not be to the satisfaction of the Project Authority, as submitted, the Project Authority shall have the right to reject it or require revision before payment will be authorized.

Each deliverable will be submitted as a draft to the Project Authority. The Project Authority will consult with the Technical Steering Committee and provide comments to the Contractor on each draft within five (5) business days unless otherwise agreed to by both parties. A final version of each deliverable should be provided to the Project Authority within three (3) business days unless otherwise agreed to by both parties.

All deliverables of the project, including, but not necessarily limited to the supply projection model, the user interface, supply model outputs, documentation and all intellectual property, will be owned by the Health Canada until such time as the tool is transferred to its permanent location.

2.5. Reporting Requirements

As outlined in articles 2.1 and 2.4.

Additionally, the Contractor must submit one (1) electronic copy of a report to the Project Authority outlining the accomplishments for the given period, open issues and upcoming milestones on a bi-weekly basis. The Contractor must participate in regularly scheduled teleconferences with the project team (e.g. monthly or more frequently as needed).

2.6. Project Management Control Procedures

The Project Authority shall ensure the Contract work will be completed on time, on budget and of an acceptable quality.

While this agreement will be between Health Canada and the Contractor, for practical purposes, CAPER, as content experts, will be the main day-to-day point of contact with the Contractor in undertaking this work.

3. ADDITIONAL INFORMATION

3.1. Authorities

To be determined at Contract Award

3.2. Canada's Obligations

The Contractor will have access to all relevant background documentation pertaining to the PRPTF and the TSC as well as to teleconference lines and webinar/videoconferencing facilities as needed. If recording equipment is required for meetings with 4-5 technical experts identified by the Project Authority, this will be provided by the Project Authority. The Project Authority will coordinate these meetings and respond to/facilitate a response to any questions/issues that may arise within five (5) business days. The TSC will provide comments on draft reports within five (5) business days.

3.3. Contractor's Obligations

Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.

The Contractor shall complete as per 2.1 along with:

- keep all documents and proprietary information confidential;
- enter into non-disclosure agreements as necessary to carry out the work; and
- participate in teleconferences, as needed.

3.4. Location of Work, Work site and Delivery Point

It is expected that the Contractor will use its own business location for the performance of the tasks/work specified in this SOW. 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 Project Authority and other departmental personnel.

3.5. Language of Work

The Contractor must demonstrate that one of the proposed resources possesses bilingual capacity in both official languages. Bilingual capacity will be of particular importance in meeting with 4-5 technical experts and conducting end user training sessions. Submission of deliverables in English is acceptable. The Project Authority will arrange for translation of deliverables where applicable. Simultaneous interpretation will be provided for meetings of the TSC and PRPTF.

3.6. Special Requirements

CAPER and CIHI will identify variables and link datasets in advance of the Contractor's arrival, in order to facilitate the work of the Contractor once hired. The data that the Contractor will use will be anonymized.

3.7. Insurance Requirements

It is the sole responsibility of the contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligation under the Contract and to ensure compliance with required Federal, Provincial or Municipal Law. Any such insurance shall be provided and maintained by the contractor at its own expense.

3.8. Travel and Living Expenses

As part of the initial activities, the Contractor will meet with 4-5 technical experts identified by the Project Authority who are working with existing physician labour supply projection models. These meetings will take place in October 2015. It is anticipated that each meeting will involve a half-day briefing during which time the Contractor will meet with the expert/team, review their data and learn about their supply tool, including inputs and outputs, challenges and successes, etc. Depending upon the Contractor's experience, it may be possible for all or some of the expert consultations to be conducted via telephone/videoconference. The Contractor will gather information and solicit the technical advice of these experts in designing a pan-Canadian physician labour supply projection model. The Contractor may be accompanied by a member of the project team. These meetings with experts will be scheduled by the Project Authority and include 4-5 of the following organizations:

Jurisdictions

- Alberta Health (Edmonton, AB)
- Ministry of Health and Social Services (Ministère de la Santé et des Services sociaux) (Montréal, QC)
- Nova Scotia Department of Health and Wellness (Halifax, NS)
- Ontario Ministry of Health and Long-Term Care (Toronto, ON)

National Stakeholder Organizations

- Canadian Institute for Health Information (Ottawa, ON)

- Canadian Medical Association (Ottawa, ON)
- Canadian Post-M.D. Education Registry / Association of Faculties of Medicine of Canada (Ottawa, ON)

The Contractor should plan for travel and living costs associated with a half-day briefing in each of the abovementioned locations as part of the proposed budget. Every attempt will be made to schedule the expert consultations in geographically relevant blocks (e.g. all of the Ottawa-based consultations in a 1.5 day block).

The Contractor must plan for four face-to-face meetings with the project team in Ottawa over the contract duration.

In addition, the Contractor may be asked to attend/present at any of four one-day meetings of the PRPTF. These will take place in Ottawa.

The Contractor should account for participation in all of these meetings in its submission.

Expenses for all pre-authorized travel in the performance of this work will be reimbursed, in accordance with the clause titled "Travel and Living" of the Supply Arrangement which is also available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rsama-satli-eng.html>.

4. PROJECT SCHEDULE

4.1. Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately one (1) year commencing on or about October 1, 2015.

This contract may be extended, by mutual consent, for up to one (1) additional eighteen (18) months periods, under the same terms and conditions.

4.2. Schedule and Estimated Level of Effort (Work Breakdown Structure)

As per Section 2.1, Tasks, Activities, Deliverables and Milestones

5. REQUIRED RESOURCES OR TYPES OF ROLES TO BE PERFORMED

It is anticipated that several resources will be required for the successful completion of this Contract. The following sections are a guideline of anticipated resources, along with the specific expertise or minimum requirements for each. Submissions are not limited to these positions. These roles are not necessarily discrete, i.e., more than one role may be performed by the same person. You will be required to identify who among your team will be the Project Lead.

5.1.1 Designer/Methodologist: The Designer/Methodologist will perform a range of activities, including, but not limited to, the following:

- consult with experts to determine best practices in developing a pan-Canadian supply-based physician resource planning tool (may be joined by Programmer and/or member of the project team);
- present the tool and prototype outputs to the Project Authority and end users, e.g. TSC and PRPTF; integrate feedback and make necessary refinements to the tool;
- produce documentation reports to facilitate the maintenance and update of the model of all activities pertaining to the development and implementation of the supply tool (methodologies; technical specifications; outputs; user guide);
- provide assurance that the supply model has the capacity to be expanded to include a needs-based tool.

Specific Expertise

- Awareness / knowledgeable of technical work required in the development of a labour supply projection model, e.g. identify relevant elements from datasets provided; implement analytical methods to forecast future physician supply; identify mode of data storage and access;

- Demonstrated experience liaising between clients and various internal roles (technical staff, other consultants);
- Proven verbal communication skills, including consultation and formal presentation experience;
- Excellent analytical and writing abilities, including progress reports, proposals;
- Demonstrated experience in design/methodology;
- Knowledge of existing software used to build labour supply models, such as Excel, iThink, Vensim and awareness of existing statistical techniques and analytical software (e.g. SAS, STATA);
- Knowledge of statistical techniques that can be utilized to impute or estimate gaps in the provided data or in the creation of indicators, such as full time equivalents;
- Proven background using data to generate labour supply forecasting models.

5.1.2 Programmer: The Programmer will perform a range of activities, including, but not limited to, the following:

- programming the modules of the model according to the design provided by the Designer/Methodologist:
 - collaborate on the most appropriate software for the various functions within the model;
 - incorporate the data into the model;
 - test the model to make sure the mechanics work;
 - develop queries, estimates and data outputs;
 - verify supply projection estimates against other existing model outputs where possible;
- assist with any TSC/PRPTF knowledge sharing activities during the period of the contract

Specific Expertise

- Strong technical and applied knowledge of relational databases, statistical techniques, modelling software, e.g. Excel, iThink and Vensim
- Effective communication and presentation skills and ability to liaise with the designer/methodologist

5.1.3 User Interface Developer: The User Interface Developer will perform a range of activities, including, but not limited to, the following:

- develop a restricted access web-enabled user interface for the labour supply projection tool to enable the user to:
 - create various scenarios
 - generate a report/table/graph, etc., based on the scenario
- may assist with any TSC/PRPTF knowledge sharing activities during the period of the contract

Specific Expertise

- Demonstrated knowledge of content management systems;
- Proven strong technical and applied knowledge of statistical techniques and analytical software (Drupal, etc.);
- Proven background in using data to generate forecasting models;
- Highly effective, proven communication/presentation skills.

6. APPLICABLE DOCUMENTS AND GLOSSARY

6.1. Applicable Documents

This Contract directly emerges from Recommendation #1 of The Future of Medical Education in Canada Postgraduate Project final report, “Ensure the Right Mix, Distribution, and Number of Physicians to Meet Societal Needs.” Follow the links below to view the entire report in English and French, respectively:

- [FMEC PG Report EN](#)
- [FMEC PG Report FR](#)
- Attachment 1 to Annex A: Draft Framework for Pan-Canadian Physician Resource Planning Tool (unprotected)

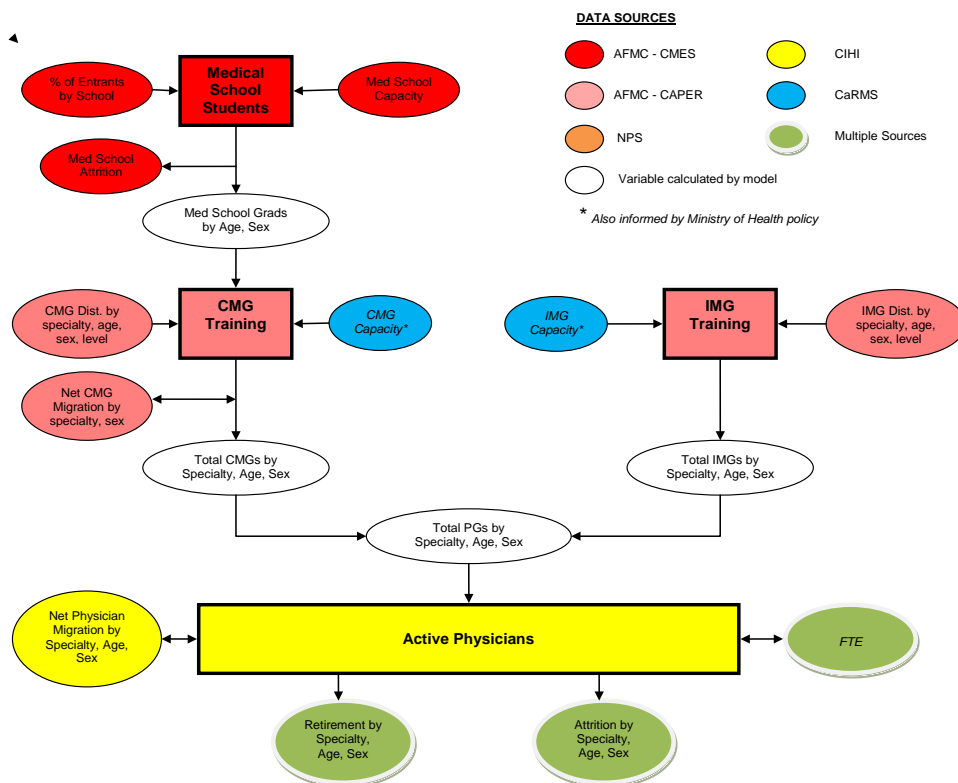
6.2. Relevant Terms, Acronyms and Glossaries

AFMC
CAPER

Association of Faculties of Medicine of Canada
Canadian Post-M.D. Education Registry

CDM	Conference of Deputy Ministers of Health
CFPC	College of Family Physicians of Canada
CHW	Committee on Health Workforce
CIHI	Canadian Institute for Health Information
CMA	Canadian Medical Association
FMEC MD	Future of Medical Education in Canada MD Education Project (2007-10)
FMEC PG	Future of Medical Education in Canada Postgraduate Project (2010-12)
F/P/T Governments	Federal/Provincial/Territorial Governments
MOHLTC	Ministry of Health and Long-Term Care
PGME	Postgraduate medical education
RCPSC	Royal College of Physicians and Surgeons of Canada
PRPTF	Physician Resource Planning Task Force
TSC	Technical Steering Committee

ATTACHMENT 1 TO ANNEX "A" – DRAFT FRAMEWORK FOR PAN-CANADIAN PHYSICIAN RESOURCE PLANNING TOOL



ANNEX B – BASIS OF PAYMENT

3. BASIS OF PAYMENT

- 3.1.** Canada will pay the Contractor for the satisfactory performance of the agreed to services an amount not to exceed \$_____, inclusive of all expenses, customs and duties, and applicable taxes.
- 3.2.** All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 3.3.** No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications made by the Contractor will be authorized or paid to the Contractor unless such changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to their incorporation into the Work. The Contractor is not obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Project Authority in writing as to the adequacy of this sum:
- a. when it is seventy five percent (75%) committed, or
 - b. four (4) months prior to the Contract expiry date, or
 - c. if the Contractor considers the funds provided to be inadequate for the completion of the Work, whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor will provide to the Project Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional fund does not increase the liability of Canada.

4. PRICE BREAKDOWN – INITIAL CONTRACT PERIOD

4.1. MILESTONES

The schedule of milestones for which payments will be made in accordance with the Contract is as follows. These amounts do not include GST/HST.

Schedule of Milestones	Delivery date	Firm amount
#1.		\$_____
#2.		\$_____
#3.		\$_____

Subtotal (excluding GST/HST)	\$_____
Estimated applicable taxes	\$_____
TOTAL	\$_____

4.2. Option Period

Schedule of Milestones	Delivery date	Firm amount
#1.		\$_____
#2.		\$_____
#3.		\$_____
Subtotal (excluding GST/HST)		\$_____
Estimated applicable taxes		\$_____
TOTAL		\$_____

ANNEX C – SECURITY REQUIREMENTS

THERE IS NO SECURITY REQUIREMENT