Public Works and Government Services Canada | Travaux publics et Services gouvernementaux Canada

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet
Blood & Urine Collection Contract

Solicitation No. - N° de l'invitation	**Date**
01948-160252/A	2016-04-06

Client Reference No. - N° de référence du client
01948-160252

GETS Reference No. - N° de référence de SEAG
PW-$$ZH-125-30104

File No. - N° de dossier	**CCC No./N° CCC - FMS No./N° VME**
125zh.01948-160252	

Solicitation Closes - L'invitation prend fin
at - à 02:00 PM
on - le 2016-05-03

Time Zone
Fuseau horaire
Eastern Daylight Saving Time EDT

F.O.B. - F.A.B.
Plant-Usine: ☐ **Destination:** ☐ **Other-Autre:** ☐

Address Enquiries to: - Adresser toutes questions à:	**Buyer Id - Id de l'acheteur**
Cayer, Sophie	125zh

Telephone No. - N° de téléphone	**FAX No. - N° de FAX**
(873) 469-3962 ( )	( ) -

Destination - of Goods, Services, and Construction:
Destination - des biens, services et construction:
DEPARTMENT OF AGRICULTURE AND AGRI-FOOD
BUILDING 74
960 CARLING AVENUE
OTTAWA
Ontario
K1A0C6
Canada

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Delivery Required - Livraison exigée	**Delivery Offered - Livraison proposée**
See Herein	

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature **Date**

Issuing Office - Bureau de distribution
Training and Specialized Services Division/Division de la formation et des services spécialisés
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

Canada

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and additional information: includes the certifications and additional information to be provided;

Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements and any other annexes.

1.2 Summary

The Canadian Pari-Mutuel Agency (CPMA) has a requirement for the services of the collection and administration of shipping of equine urine and blood samples collected from race horses at racetracks across Canada to a designated official laboratory.

The period of the contract will be from July 1, 2016 to March 31, 2019 with an option to extend the period by up to 2 additional periods of 1-year each.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

The requirement is subject to a preference for Canadian goods and/or services.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and additional information.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.
Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2015-04-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

A3050T (2014-11-27) Canadian Content Definition
A7035T (2007-05-25), List of Proposed Subcontractors.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC or by electronic email will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required in the Attachment 2 to Part 3 - Certifications and additional information form before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

The Canadian Pari-Mutuel Agency (CPMA) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

Where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications and Additional Information (1 hard copy)

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders should:

a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
b) 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.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada 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 paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

a) Bidders must submit their financial bid in accordance with the Pricing Schedule in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

b) When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

Section III: Certifications and Additional Information

Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

a) Bidders must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 2 to Part 3 - Certifications and Additional Information.

b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.

c) The form should be signed.

ATTACHMENT 1 TO PART 3

Pricing Schedule

The Bidder must complete the pricing schedule for each of the periods specified for all the Services and include it in its financial bid

See attached Excel spreadsheet: Attachment 1 to part 3 – Pricing Schedule.xls

ATTACHMENT 2 TO PART 3

Certifications and additional information

See attached PDF fillable Form - Attachment 2 to part 3 – Certifications and Additional Information.pdf

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

b) An evaluation team composed of representatives of Canada will evaluate the bids.

c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

For bid evaluation and Contractor selection purpose only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

ATTACHMENT 1 TO PART 4

Technical Criteria

Mandatory Technical Criteria

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

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

Item	Description
MT1	The Bidder must demonstrate they have experience in animal body fluid collection services similar to the services defined in section 3.2.1 of the Statement of Work (SOW) with the following constraints: a) The services must have been provided for a minimum of 1 year between January 1, 2013 and the date of the bid solicitation posting date; b) The services must have been provided in Canada; and c) A minimum of 200 samples must have been collected. The Bidder must provide the following information: 1. Dates or period of the collection; 2. Location; and 3. Number of samples collected.
MT2	The Bidder must propose an Operation Coordinator with a minimum of one year experience in the management of the collection of equine samples similar to the services defined in section 3.2.1 of the SOW within the last 5 years preceding the bid solicitation posting date. The proposed Operation Coordinator must hold a valid provincial racing license or be in the process of obtaining a provincial racing license with Provincial Regulatory Bodies in horse racing. The Bidder must provide at a minimum the following information: 1. Name; 2. Description of the experience, including tasks and responsibilities; 3. Experience period; 4. Organization or Employer's Name; 5. Location; and 6. A Copy of a valid provincial racing licence or evidence of being in the process of obtaining a provincial racing licence. The Bidder should provide a signed conflict of interest statement to demonstrate that this resource does not own or operate a race-course, or own or manage a race-horse, or have any direct or indirect financial interest in the outcome of any horse race. *Canada reserves the right to validate the information provided.*

Item	Description
MT3	The Bidder must propose a Quality Manager with a minimum of one year experience in the quality management of a collection of equine samples program similar to the services set out in section 3.2.1 of the SOW within the last 5 years preceding the bid solicitation posting date. The Bidder must provide the following information for the Quality Manager: 1. Name; 2. Description of the experience, including tasks and responsibilities; 3. Experience period; 4. Organization or Employer's Name; and 5. Location. *Canada reserves the right to validate the information provided.*
MT4	The Bidder must provide a summary of the training program that will be developed, implemented, and maintained by the Contractor for the Test Inspectors. In order to demonstrate compliance, the summary must include the description of the training plan for all Test Inspectors, proposed frequency, training venues and example of agendas that must cover sample collection and compliance with the *Regulations* .
MT5	The bidder must provide a hard or soft copy (USB, CD or DVD) of all Standard Operating Procedures (SOPs) to demonstrate how they propose to perform the service. The bidder should provide a Reference Manual containing Standard Operating Procedures (SOPs) for collection of official urine and blood samples and collection of samples from Special programs i.e. EIHP and QL.
MT6	The Bidder must provide its Quality Assurance (QA) Program containing Acceptance criteria and the resolutions of any non-acceptance with procedures, materials and supplies as outlined in Section 5.2 of the SOW. The QA program must include a description on how the performance criteria will be met and how non-conformances will be resolved including corrective measures.
MT7	The Bidder must provide hard copies of the proposed forms and labels to be used under this contract. All forms and labels must meet the specifications stated in section identified in section 5.0 of Appendix 2 of the SOW.

PART 5 – CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

Bidders must complete their certifications required under Part 5 by using the Attachment 2 to Part 3-Certifications and Additional Information.

PART 6 - FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;

iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

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

c) For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

6.2 Financial Capability

SACC Manual clause A9033T (2012-07-16), Financial Capability

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A, and the Contractor's technical bid entitled _____, dated _____.

7.2 Standard Clauses and Condition

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

7.2.1 General Conditions

2035 (2016-04-04) General Conditions - Higher Complexity – Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

7.2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.3 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

a) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).

b) The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PSPC.

c) The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.

e) The Contractor/Offeror must comply with the provisions of the:

(i) Security Requirements Check List and security guide (if applicable), attached at Annex C;
(ii) Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from July 1, 2016 to March 31, 2019 inclusive.

7.4.2 Option to Extend the Contract

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

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

7.4.3 Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 30 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 10 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.4.4 Termination on Thirty Days' Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sophie Cayer
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 873-469-3962
E-mail address: sophie.cayer@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority - *To be completed at contract award*

The Project Authority for the Contract is: *To be completed at contract award*

Name:
Title*:*
Organization*:*
Address*:*

Telephone:
Facsimile:
E-mail address:

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

7.5.3 Contractor's Representative - *To be completed at contract award*

7.6 Payment

7.6.1 Basis of Payment

The contractor will be paid in accordance with the attached Annex B for work performed pursuant to the contract.

7.6.2. Limitation of expenditure

a) Canada's total liability to the Contractor under the Contract must not exceed $ _____ . Customs duties are included and Applicable Taxes are extra.

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

   i) when it is 75 percent committed, or
   ii) four (4) months before the contract expiry date, or
   iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.6.3 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b) all such documents have been verified by Canada;

c) the Work performed has been accepted by Canada.

7.6.4 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7.7 Invoicing Instructions

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

b) Each invoice must be supported by a copy of the invoices, receipts, vouchers for all direct expenses.

c) Invoices must be distributed as follows:

   i) The original detailed invoice must be sent to the Project Authority identified under the section entitled "Authorities" of the Contract by email for certification and payment.

   ii) A copy of the summary invoice must be forwarded via email to the Contracting Authority identified under the section entitled "Authorities" of the Contract at the following email address: tpsgc.facturationzh-zhinvoicing.pwgsc@tpsgc-pwgsc.gc.ca. The contract number and contracting authority's name must be entered in the subject line of the email.

7.8 Certifications and Additional Information

7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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

7.8.3 Canadian Content Certification

SACC Manual clause A3060C (2008-05-12), Canadian Content Certification

7.9 Applicable Laws

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

7.10 Priority of Documents

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

a) the Articles of Agreement;
b) the Supplemental General Conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
c) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
d) the *Regulations* (http://laws.justice.gc.ca/en/showtdm/cr/SOR-91-365
e) Annex A, Statement of Work;
f) Annex B, Basis of Payment;
g) Annex C, Security Requirement Check list ;
h) Annex D, Insurance Requirements;
i) the Contractor's bid dated _____

7.11 Foreign Nationals

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) working days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

ANNEX A

STATEMENT OF WORK

1.0 Title

Equine Blood and Urine Collection services

1.1Objective

To provide services for the collection and administration of shipping of equine urine and blood samples collected from race horses at racetracks across Canada to a designated official laboratory.

1.2 Background

The Canadian Pari-Mutuel Agency (CPMA) is a federal regulatory agency within Agriculture and Agri-Food Canada with the mandate to ensure the integrity of pari-mutuel betting in Canada on horse races. In its mission to ensure the integrity of pari-mutuel betting on horse races, the CPMA provides an Equine Drug Control Program (EDCP). This program is designed to detect and prevent the uncontrolled use of drugs in horses that are participating in races with pari-mutuel betting.

Official samples consisting of urine or blood are collected from horses before or after a race. They are collected and shipped to the Official Laboratory and analyzed for the drugs in the Schedule of the *Pari-Mutuel Betting Supervision Regulations* (the *Regulations*) and findings are reported to Provincial Regulatory Bodies (PRBs) for adjudication and appropriate action.

The collection service is focused on taking samples at race-courses from horses selected by the CPMA and judges/stewards in support of the EDCP.

Collection teams at the race-courses consists of 3 or 4 people depending on the number of Official samples to be collected and based on the approved Service Levels for Race-courses as specified in Appendix1 to Annex “A” – Service Levels for Race-courses. These teams will be comprised of a Chief Test Inspector (CTI) and Test Inspectors (TIs) working under the CTI. There are approximately 32 race-courses in Canada requiring sample collection service. These teams are dedicated to working solely under the CPMA EDCP while providing official sample collection services at the race-courses.

Normally there is one live race card (event) per day at each race-course; however, occasionally more than one live race card (event) may take place at a race-course on one day.

The total number of official samples collected for calendar year 2013 was approximately 30,788 samples from 1,771 race days. The total number of official samples collected for calendar year 2014 was approximately 28,886 samples from 1, 681 race days.

It is anticipated that approximately 85%of samples will be urine, while approximately 15% will be blood (serum or plasma). These figures may fluctuate by ± 5% in any given year as they are subject to the needs of the Canadian racing industry.

1.3Terminology

For the purpose of this requirement the following definitions apply:

Association: For the purposes of this SOW, association means an association incorporated by or pursuant to an Act of Parliament or of the legislature of a province that owns or leases a race-course and conducts horse-races in the ordinary course of its business and, to the extent that the applicable

legislation requires that the purposes of the association be expressly stated in its constating instrument, having as one of its purposes the conduct of horse-races.

Official laboratory: a laboratory that is designated by the CPMA Executive Director to analyze official samples

Test inspector (TI) and Chief Test Inspector (CTI): A person who is designated as a test inspector by the Executive Director for the purpose of collecting or supervising the collection of official samples.

Retention area: area and facilities within the race-course of an association that are provided by the association for the collection and securing of official samples.

2.0 Applicable and Reference Document

Part V of the *Regulations* (http://laws.justice.gc.ca/en/showtdm/cr/SOR-91-365) describes the regulatory requirements of an Equine Drug Control Program and these *Regulations* must take precedence over this Statement of Work.

3.0 Requirement

3.1 Scope of Work

The Contractor must provide the following services:

a) Collection of official samples from race horses at race-courses across Canada. (Appendix 1 Annex A - List of Race-courses) as detailed in section 3.2.1;
b) Shipping of official samples to a designated official laboratory as detailed in section 3.2.2;
c) Supply all materials, equipment and forms as detailed in section 3.2.3;
d) Provide evidence at appeals, or other hearings, when summoned or subpoenaed by the Provincial Regulatory Body having jurisdiction as detailed in section 3.2.4;
e) Provide specialized resources as detailed in section 4.0.

The Contractor must operate within best practices and forensic standards, be effective and efficient, and produce documentation that will withstand quasi-judicial and judicial scrutiny.

In order to deliver and manage the collection of official samples the Contractor must:

a) Have or develop a training program for the orientation of new staff and for the development of existing CTIs and TIs, and to maintain qualifications of professional and technical staff current at all times.

b) Have an in house-training on protocol and demeanor for testimony in court to all new CTIs and TIs. A record of this training should be included in the annual training plan submitted to the Project Authority.

c) Have or develop a reference manual, in both Official languages, comprising of the Contractor's Standard Operating Procedures (SOP) that is in accordance with the *Regulations* and this SOW and approved by the CPMA. This tool may be used for training as well as a reference guide. The Contractor must distribute this manual, and any updates to all personnel performing services.

d) Have or develop, implement and maintain a Quality Assurance (QA) Program that is in accordance with the requirements under section 5.2 – Acceptance Criteria and the resolutions of any non-compliance with personnel, procedures, materials and supplies as section 5.2.1 and 5.2.2.

3.2 Tasks

Collection of official samples is conducted in an approved and restricted retention area by the collection team who will follow predefined procedures, as approved by the Project Authority, for collection, labelling and shipping so that there is a chain of control for the horse from when the horse is called to go to the test barn until it provides or fails to provide a sample, and a chain of custody for the sample from the retention area at the race-course where it is collected to receipt at the designated laboratory. Each association must provide a retention area for the collection of Official samples under the EDCP at each race-course.

The contractor must verify that the Association ensures that the retention area is being used by persons who are undertaking activities relating to the EDCP and that only equipment used on the race-course or for controlling or caring for the horse after the race, including buckets, sponges, scrapers and horse blankets are brought into the retention area.

In the event that the official laboratory identifies a positive finding, all aspects of the sample collection, identification (labelling), packaging and shipping must demonstrate the rigorous standards necessary to assure forensic quality, such that the supporting documentation can withstand court challenges. These standards cover personnel qualifications, security, continuity of possession procedures (e.g. chain of custody), quality assurance requirements, and other factors that may compromise the integrity of the EDCP.

No other equine sample collection or related activities are to be conducted in the retention area (commonly referred to as the test barn) while Official samples are collected without prior authorization of the CPMA.

3.2.1 Official Samples and Programs

In accordance with sections 160, 161 and 162 of the *Regulations*, an official sample is a sample of blood, urine, or other bodily substance that is, by means of approved paraphernalia and procedures, collected from a horse and packaged and sealed by or under the supervision of a TI.

The EDCP is primarily based on post-race urine samples, supplemented as required with blood samples obtained either pre-race or post-race. Every effort will be made to collect a urine sample from each horse selected for a period of one hour from the time the horse is documented as arriving in the retention area, unless the horse must be released for medical reasons as determined by the PRB's official veterinarian, or as otherwise directed by the CTI, or as otherwise directed by the judges/stewards in accordance with the Blood Initiative Program or as otherwise authorized under the *Regulations*.

Official samples of blood may only be collected:

a) from a horse that is judged by the CTI to be too hazardous for the collection staff or horseperson to handle;
b) if the retention area has become overcrowded;
c) if the attempt to collect a urine sample has been longer than one hour after the documented time that the horse arrived at the retention area;
d) as otherwise directed by an agent of the CPMA;
e) if the horse is determined to be in distress by the PRB's official veterinarian;
f) or as otherwise directed by the judges/stewards in accordance with the Blood Initiative Program as detailed in section 3.2.1.1

Note: if the horse is determined to be in extreme distress, the PRB's official veterinarian may excuse the horse from any sample collection, urine or blood;

Records will be maintained by the CTI on every horse arriving at the retention area for the collection of an official sample. Official samples of blood will be collected from horses entered in a Special Drug Control Program (Exercise Induced Pulmonary Hemorrhage [EIPH] and Quantitative Limit [QL]) as provided

under the *Regulations*. In such cases, every effort will be made to collect an official sample of urine as well except as in 3.2.1.1. The blood sample must be collected as soon as effectively possible after the horse is received in the retention area.

The collection of more than one official sample applies only in the case of the Special Drug Control Programs as per s 170 and s 170.1 (inclusive) of the *Regulations* in reference to the user-pay regulated programs. Additional information may be found in Appendix 3 to Annex A – Special Drug Control Programs General Information.

The Contractor is responsible for the chain of custody during the collection process, first by ensuring a chain of control for the horse from when the horse is called to go to the test barn until it provides or fails to provide a sample, then by protecting the integrity of the chain of custody of the official sample from the moment it is collected in the retention area to when is received at the official laboratory. Each sample container will be labelled and sealed with the approved tamper evident materials, and handled in a secure manner at all times during the collection and shipping process. A unique identification number on the collection card corresponding to each official sample collected provides a link between that official sample and the identification of the horse from which the sample was collected. Each collection card must be retained in a manner that will be able to withstand any scrutiny in a judicial or quasi-judicial hearing.

3.2.1.1 Blood Initiative Program

Blood samples may be collected under the Blood Initiative Program. No attempt will be made to collect a urine sample from any horse(s) selected under this program. Participating race-courses will be determined by CPMA in consultation with the PRBs. The samples collected under this initiative are regular blood samples (official samples) from horses selected by the judges/stewards and are collected in lieu of urine.

The CPMA will monitor this program and adjustments to the number of blood samples collected at the individual race-courses may be made from time to time. The CPMA will notify the Contractor as soon as possible of any changes in this program. The current frequency of blood collection of the Blood Initiative Program at individual race-courses can be found in Appendix 3 to Annex A – Blood Initiative Tables.

3.2.1.2 Special Drug Control Programs

Urine and blood samples may be required from horses in special drug control programs where a drug is administered using strict criteria. These horses may be tested post-race to ensure the drug was administered using the proper dose and in compliance with the criteria of these special drug control programs. Detailed information on these programs may be found under Appendix 4 to Annex A – Special Drug Control Programs General Information.

3.2.1.3 Preservation of the Official Samples after collection

a) **Urine:** Once collected, official urine samples must be stored in a freezer where provided until they are shipped to the official laboratory.

b) **Blood:** Once collected, official blood samples must be stored in a refrigerator where provided or a lockable secure cupboard until they are shipped to the official laboratory. DO NOT FREEZE A BLOOD SAMPLE

3.2.2 Shipping from the Race-Course to the Official Laboratory and back to the Race-course

The official laboratory is Maxxam Analytics located at 8577 Commerce Court, Burnaby, British Columbia and could be subject to change.

CPMA is responsible for the cost of shipping the Official samples from the race-course to the official

Laboratory and for the shipping of empty boxes from the official laboratory back to the corresponding race-course.

The Contractor must ship official samples from the race-courses to the official laboratory via the most expeditious and cost effective methods and routes as determined by the Project Authority to meet the delivery time as detailed in section 3.2.2.2, or advise the Project Authority immediately, in writing, of any situations where the specified turnaround time cannot be met. The return of the empty boxes from the designated laboratory to the race-courses will be by the most cost effective route.

Shipping boxes going from the race-course to the official laboratory must hold only the official samples and associated documentation as detailed in section 3.2.2.1. Nothing else may be included with the official samples and their documentation.

The shipping container must be lined with a plastic bag prior to packing the collected urine and blood samples. The purpose of this liner is to provide extra protection to the interior of the container against sample leakage. This liner must be replaced every time it is ripped or soiled.

The CPMA must notify the Contractor of the number of samples that are to be allocated to and shipped from each race-course for which service is provided by the Contractor in accordance with Appendix 1 to Annex A - Service Levels for Race-courses.

The Contractor must ensure that the chain of custody of each official sample is maintained at all times during the collection and shipping process

3.2.2.1 Documentation included in the shipping box

The following must be forwarded to the official laboratory with each race day's shipment of samples:

a) Laboratory copy of the Daily Collection Record (DCR) [see 6.1.2 in Appendix 2 Annex A].

The purpose of the DCR is to document all information regarding the collection of official samples. This form also supports the chain of custody of the official samples from the moment samples were collected in the retention area to their receipt at the official laboratory.

i. The copy of the DCR that is distributed to the official laboratory must not contain any information that connects the sample to the horse from which the official sample was obtained.

ii. There must be one DCR completed for each live race card.

iii. Event 1 and 2 live races are not to be combined on the same DCR.

b) Special Drug Control program documents, as applicable e.g. DCR, EIPH anomaly forms (See Appendix 3 to Annex A Special Drug Control Programs)

3.2.2.2 Delivery time

Delivery time is the time it takes a shipment of official samples to go from a race-course to the official laboratory. Delivery time starts on the first business day after the race. The Contractor must meet a 3 working day delivery time excluding the day of the race. However, due to the availability of courier services at some race-courses, longer delivery times may be acceptable upon approval by the Project Authority. These will be identified to the Contractor.

The Contractor must provide an annual schedule of shipping and anticipated delivery time at the official laboratory for each race-course serviced, by January 1st of each calendar year of the contract period.

The Contractor must notify the Project Authority by e-mail of any change in this schedule, prior to any change(s) being implemented.

The Contractor must ensure there are sufficient boxes for shipping the official samples from the race-courses to the official laboratory.

3.2.3 Shipping of supplies to Race-Courses

The Contractor must supply all materials, equipment and forms detailed in Appendix 2 to Annex A and must ship all sample collection supplies to race-courses.

All sample collection supplies must be stored in a secure area.

Blood collection kits must be supplied by the Contractor to each race-course based upon the frequency of blood collection at that race-course i.e. regular blood collection (including blood initiative requests from the PRB) and special drug control programs (EIPH and QL).

3.2.4 Attendance at Hearings

The Contractor's Operation Coordinator, CTI and TI must provide evidence at appeal, or other hearings when requested and summoned or subpoenaed by the Provincial Regulatory Body having jurisdiction. Historically, the incidence of this requirement has been relatively rare, occurring approximately 10 times per calendar year.

The areas in which testimony/evidence may be required include, but are not limited to:

a) Continuity of movement of the horse from which an official sample is taken (example: the time the horse was received in the retention area);

b) Chain of custody and safeguarding of an official sample;

c) Details of collection procedures and findings, including storage (where applicable) and identification of an official sample;

d) Shipping/transportation of an official sample to the designated laboratory; and

e) Disclosure of records may also be requested.

The Project Authority must be notified in writing by a representative of the Contractor when a request or subpoena is received from a PRB to have CTIs or TIs attend hearings on official samples.

Reimbursement for all related travel, living or other expenses is the responsibility of the requestor e.i. PRB.

A complete report on each hearing attended is to be provided to the Project Authority within 10 working days of such attendance.

4.0 Specialized resources

The Contractor must provide:

a) An Operations Coordinator;
b) A Quality Manager;
c) Chief Test Inspectors (CTI); and

d) Test Inspectors (TI)

4.1 Mandatory Qualifications

The Operations Coordinator, CTIs and TIs must:

a) Be eligible for licensing with provincial regulatory bodies in horse racing and hold a valid licence at all times;

b) Refrain from betting while on duty.

All Specialized resources must:

a) Be screened for potential conflict of interest with other aspects of the racing industry in accordance with s 149 of the *Regulations* i.e. do not own or operate a race-course, or own or manage a race-horse, or have any direct or indirect financial interest in the outcome of any horse race, and provide a sign statement to attest they meet this requirement. The Contractor must ensure at all times that all its personnel comply with this requirement and notify the Project Authority, as soon as possible, of any changes.

4.2 Operations Coordinator

The Contractor's Operation Coordinator must:

a) Manage the collection and shipping of the Official samples, this comprises all duties related to the collection and shipping activities which include, but are not limited to: ensuring all labels, forms, equipment and supplies are delivered to race-courses prior to the beginning of a race season and throughout that racing season as needed; conducting compliance on delivery times for sample boxes (to the official laboratory and return to the individual race-courses); scheduling the correct number of test detail employees (CTI, TI) for each live race day; retention and disposal of collection cards, etc.
b) Conduct compliance audits on sample collection activities as per the Contractor's QA program and providing corrective action reports on any non-compliance issues.
c) Liaise with the CPMA Project Authority, CPMA Agency Officers, Provincial Regulatory Bodies and race-course Associations.
d) Collect samples for Special Drug Control programs (EIPH and QL) as described in Appendix 4 to Annex A.
e) Attending meetings and submitting reports as and when required by the Project Authority.

4.3 Quality Manager

The Quality Manager must:

a) Monitor the training of new employees
b) Schedule and ensure completion of the annual training of employees
c) Carry out an annual audit and reporting of any findings with their corresponding action plan for corrective actions and their resolution
d) Scheduling and ensuring completion of the training of employees in protocol and demeanor for testimony in court to all new CTIs and TIs
e) Implement and maintain a Quality Assurance (QA) Program that describes the requirements under Section 5.2
f) Updating and maintaining current all Standard Operating Procedures (SOPs)
g) Provide reports to the Project Authority.

4.4 Chief Test Inspectors (CTI)

The CTI must:

a) Collect Official samples.
b) Ensure that all sample collection supplies are stored in a secure area
c) Supervise the activities and conduct of TI.
d) Ensure the security of official samples and related paraphernalia.
e) Comply with all relevant provisions of the *Criminal Code*, the *Regulations,* the Statement of Work, and all directives issued by the CPMA
f) Ensue every TI is aware of and follows all approved procedures for collecting an official sample
g) Ensure, wherever possible, each TI is assigned control of one horse at a time
h) Assign custody, when necessary, of a second horse to a TI. Control of a second horse may be assigned where the facilities are designed so that a TI can carry out his duties without losing continuity of either horse or compromise the chain of custody of the Official sample collection
i) Ensure the owner, trainer, or their designated representative (horseperson) of the horse being sampled is made aware of their ability to witness and assist the collection, sealing and identification of official samples and to initial the seal and sign the collection card (information as contained in the card "*For a Horse Chosen to Undergo a Test*")
j) Report to the Project Authority any unusual or untoward occurrence in the retention area, any inappropriate activity, or violation of the *Regulations* on the part of the owner, trainer, or designated representative of the horse noted by the TI during the time that the horse is held in the retention area.
k) Notify an official of the PRB immediately when the lip tattoo or freeze brand number of the horse does not match the registered number for that horse and record the number on the collection card and proceed as instructed by the official.
l) Store official samples of urine in a secured (lockable) location e.g. freezer where provided and Official blood samples in a secured (lockable) storage unit or refrigerator where provided. Note: official blood samples must not be placed in a freezer
m) Ensure that each sample is properly sealed, labelled and packaged in the sample container, and stored in a secure manner for its transport to the official laboratory.
n) In the case of Special Drug Control Programs i.e. EIPH and QL samples, document if more than one Official sample has been obtained from a horse and ensuring that such samples (urine and blood) are identified by the appropriate collection card(s) by attaching the corresponding colour-coded, numbered label to the sample vacutainers and sample container. The collection cards are retained in the retention area under lock.
o) Ensuring the shipping box has been secured that such it cannot be opened without evidence of tampering, and arranging for transportation of all official samples to the designated laboratory.
p) Ensure samples from each card are shipped in separate coolers for each event and no reports or materials are included which identify an official sample as having been collected from a specific horse
q) Dispatch the samples obtained, together with the corresponding DCR of official samples showing the total number of urine and blood samples in each category, to the official laboratory at the end of each race day
r) Report clearly on the DCR all required information, including comments, as specified by the form
s) Retain, in a secure manner, a copy of the DCR and the sample collection cards in a sealed envelope marked with the race-course name and date of the racing card
t) When it is necessary to hold a container of samples for shipment at a later date, such samples must be held in a freezer, refrigerator or other secure location with the further provision that:
    i. Urine samples are stored in a lockable freezer and blood samples are stored in lockable cupboard or refrigerator and are never frozen, and
    ii. All seal numbers pertaining to the chain of custody of the shipping container of official samples must be recorded on the DCR and the interim used seal(s) must be enclosed in the container for verification at the official laboratory.

4.4.1 CHIEF TEST INSPECTOR - ABANDONED URINES

The CTI must ensure that all reasonable attempts are made to secure an Official sample of urine in the approved manner within the prescribed time limit from all horses selected for testing, pursuant to s. 160, s.161 and s.170 of the *Regulations*.

The attempt to obtain urine from any horse may be abandoned if:
a) an official sample has not been obtained one hour from the documented time that the horse arrived at the retention area
b) CTI has determined that the retention area is overcrowded and the services of the TI are required for another horse
c) as directed by the judges/stewards, the horse selected will be tested for blood under the blood initiative program
d) a horse has been determined to be in distress by the PRB's official veterinarian.

When a test has been abandoned the CTI must:
a) Ensure that the collection card contains all relevant information and is signed by the owner or trainer of the horse, if they are present in the retention area, and retain the collection card in a secure manner, and
b) Arrange for blood collection, in the retention area, from a horse that is unable to produce a urine sample. Where no blood sample can be collected, capture the reason(s) on the collection card and the daily collection record in the comments section.

4.4.2 CHIEF TEST INSPECTOR - BLOOD COLLECTION

When a horse selected for testing is registered in a special drug control program pursuant to s. 170 or s. 170.1 of the *Regulations*, or when a blood sample is ordered for any other reason, the CTI must:

a) Enter, in the appropriate sections of the DCR, the information as to the sample type and Special Drug Programs specifications (EIPH or QL samples), or other reason for obtaining blood sample
b) Provide the appropriate approved pre-packaged blood kit to the veterinarian or other authorized person when blood sampling is required
c) Ensure the proper disposal of used needles to prevent re-use by any person

4.5 TEST INSPECTORS

The Test Inspector must advise the owners, trainers, or designated horseperson representative of the horse(s) being tested that they may:

a) Witness the collection of the official sample
b) Assist in the collection of the official sample
c) Witness the identification and application of the tamper evident seal to the official sample container
d) Initial the tamper evident seal
e) Sign the collection card

4.5.1 TEST INSPECTOR (TI) - URINE COLLECTION

The TI must, in the course of securing an Official urine sample from a horse to be tested:

a) Immediately upon taking control of the horse, advise the owner, trainer, or horseperson representative of the duties as set out in s. 159, s. 161 s. 162 and where applicable s. 170 of the *Regulations*. Use only approved paraphernalia obtained from the CTI
b) Complete the collection card, other than the portion designated for showing the time the sample was obtained or the time the testing procedure was abandoned

c) Confirm the lip tattoo or freeze brand number of the horse against the registered number for that horse and record the number on the collection card. *Important: If the ID numbers do not match, advise the CTI who will notify the official of the PRB immediately. Proceed as instructed by the CTI.*
d) Re-confirm the lip tattoo or freeze brand number of the horse when the horse arrives to the test barn and also after the official sample has been obtained.
e) Any time the custody of the horse has been interrupted, or where no lip tattoo or freeze brand is evident, or such markings are illegible, indicate such situations along with a brief physical description of the horse in the comments section of the collection card.

The TI must, in the presence of the owner or trainer of the horse:

a) Put on a new unused pair of disposable gloves and open the sealed plastic bag containing the sample container to be used for the collection of the Official sample
b) Unseal the sample container when the use of the container is imminent
c) While the sample container is open, retain possession of the sample container lid inside the plastic bag from which the container was removed
d) Retain possession of the open sample container until it is properly re-sealed and submitted to the CTI and, take the necessary precautions to avoid contamination of the sample.
e) Unless the test is abandoned, the TI will collect a sample directly into the sample container or with the use of an approved plastic receiving bag.

Where a plastic receiving bag is used to collect urine, the TI must:

a) Put on a new unused pair of disposable gloves and ensure that the sealed bag containing the plastic receiving bag is opened in the presence of the owner or trainer of the horse (if they are present in the retention area) and that the receiving bag is intact
b) Transfer the urine from the receiving bag to the sample container
c) If no urine is collected in the receiving bag and collection of a blood sample is arranged, remove the bag BEFORE the blood sample is collected to ensure two samples are not inadvertently collected from the same horse.

In situations where the owner or trainer of the horse collects the sample, the TI must:

a) Ensure that the sample container is kept visible to him/her at all times and notify the CTI of any violation of this provision. The TI must witness the collection of the sample
b) Ensure that the owner or trainer has been provided with and puts on a pair of new unused disposable gloves prior to collecting the sample.
c) If the owner or trainer refuses to put on a pair of the disposable gloves, note the refusal in the comments section of the collection card.
d) Unseal the sample container when the use of the container is imminent
e) While the sample container is open, retain possession of the sample container lid inside the plastic bag from which he container was removed.

Immediately after securing an official urine sample from a horse, the TI must:

a) Replace the lid on the sample container
b) Remove the disposable gloves
c) Record the time the sample was obtained on the collection card
d) Seal the sample container by applying a tamper evident seal around the rim of the container
e) Affix the uniquely numbered LARGE yellow colour coded ***regular*** sample identification label to the body of the sample container
f) Request the owner or trainer of the horse, if they are present in the retention area and have witnessed the collection process in its entirely, to initial the tamper evident seal on the container and sign the witness section of the collection card
g) Secure the Official sample in a new shipping plastic bag

h) Put their signature on the collection card
i) Submit the Official sample to the CTI or place it in a secure place e.g. freezer, cupboard , and
j) Where the owner or trainer of the horse waives their right to witness the collection of the sample, or if the TI believes that the owner or trainer has failed to witness the collection of the sample in its entirety, record the particulars on the remarks portion of the collection card and report the matter to the CTI.

If a very small volume of urine is collected (less than 25mL), the TI may ask the owner or trainer to walk the horse for a period of time and then attempt further sample collection. The lid should be placed on the container and the plastic bag should be placed on top of the lid until the TI attempts to collect further sample. The horse, sample, owner or trainer and TI must be kept within sight of each other at all times.

When a very small volume of urine (less than 25mL) is collected and no further sample can be, or is collected, that sample is deemed to be the official Sample. No sample is discarded.

4.5.2 TEST INSPECTOR (TI) - BLOOD COLLECTION

When a blood sample from a horse is required, the TI must:

a) Obtain the appropriate blood collection kit from the CTI and provide it to the veterinarian or other qualified person.
b) Open or witness the opening of the kit in the presence of the veterinarian or other qualified person
c) Witness the collection of the blood sample carried out by the veterinarian or other qualified person
d) Assist (e.g. holding the blood tubes, giving the paraphernalia etc.) the veterinarian or other approved person
e) Take custody of the blood sample

The TI must, in front of the owner or trainer (if they are present in the retention area), the veterinarian or other qualified person:

a) Record the time the sample was obtained on the collection card
b) Affix a SMALL uniquely numbered identification label to the lower portion of each vacutainer, without blocking the label permanently affixed to the vacutainer
c) Immediately insert the vacutainers into the blood sample container and close the lid
d) Affix the applicable LARGE uniquely numbered identification label to the body of the sample container
e) Request the veterinarian or other qualified person to initial the tamper evident seal on the container and sign the collection card
f) Request the owner or trainer of the horse, if they are present in the retention area and have witnessed the collection process in its entirety, to initial the tamper evident seal on the container and to sign the witness section of the collection card
g) Package the blood container in a new shipping plastic bag
h) Sign the collection card

NOTE: When a small volume of blood is collected and, either no further sample can be, or is collected, that sample is deemed to be the official sample. Comments are to be noted on the DCR ‘comments section’ as to why there is a low volume of blood.

5.0 Deliverables and Acceptance Criteria

5.1 Deliverables

The Contractor must provide:

a) A list of names identified as CTI and TI with the location(s) (race-course) where they will perform the services. This list must be provided to the Project Authority within 15 calendar days after contract award. In addition, the list must be provided to the Project Authority by January 1st of each calendar year or upon any change in a PDF format. The list must include which TIs are a back-up to the regular CTI.

b) A company organizational chart identifying personnel and back-up personnel. A current organizational chart with contact information will be submitted to the Project Authority by January 1st of each calendar year, or whenever there is a change in personnel, in a PDF format;

c) An annual training plan must be submitted to the Project Authority by January 1st for each calendar year for TIs and CTIs. The training plan must contain the proposed training venues, approximate dates for training sessions, agendas and personnel who will be trained on the proposed dates at those proposed venues. Annual training must be completed prior to end of day on December 31st of each calendar year period. Evidence that the annual training has been completed by the TIs and the CTIs must be provided to the Project Authority by way of signed and dated documentation.

d) A manual, in both Official languages, comprising of the Contractor's Standard Operating Procedures (SOP) that are in accordance with the *Regulations* and this statement of work must be submitted to the Project within 30 calendar days after contract award. The manual must be approved by CPMA before distributing to the Contractor's personnel. A signed and dated statement that the Contractor's personnel have read and understood this manual must be submitted to the Project Authority within 30 calendar days of approval. A similar statement should be provided within one month of any SOP updates.

e) The Contractor must submit the Quality Assurance (QA) program within 30 calendar days of contract award, and any updates to the Project Authority in a PDF format. An annual audit must be performed to verify that the contractor's QA program is followed and provide a report to the Project Authority within one month of having completed the audit.

5.1.1 The Contractor must provide the following reports and logs:

a) A report with statistical summary of samples, operations and any incidents with follow-up or corrective actions will be submitted to the Project Authority on a monthly basis.

b) A report on EIPH program statistics, broken down by month, including race-course name and location, number of live race cards, number of administrations and number of collections by live race card, number of EIPH blood samples collected, number of associated urine samples collected and number of associated ***regular*** blood samples (blood samples that were taken in the case of abandoned urine samples), where applicable, will be submitted on a quarterly basis, by the 15th day of the first month of the following quarter, to the Project Authority.

c) An annual operational and statistical report must be submitted to the Project Authority by the 31st of January, summarizing all non-conformances in the operation of the EDCP for the previous calendar year, including monthly versions of all statistical reports.

d) A log for retrieval of collection cards to record the date, time and name of the representative of the CPMA or PRB who retrieves the envelope containing collection cards.

e) The following reports will be submitted on an intermittent basis:

Detailed and comprehensive incident reports related to incidents involving issues with collection procedures, Special Drug Control Programs, contractor personnel, association personnel, horsepersons, judges/stewards, Agency Officers or any other issues related to the activities of this contract. The reports must summarize the situation, outline follow-up and/or corrective action taken

with the anticipated completion date. These reports are to be distributed to the Project Authority, as applicable.

f) A report within 10 working days of having attended a hearing must be submitted to the Project Authority. The report should include a summary of the testimony provided.

g) Any other report which may be required by the CPMA

Copies of all reports must be forwarded to the Project Authority in a PDF format.

5.2 Acceptance Criteria

Without restricting any other rights of Canada the Contractor's performance will be evaluated by the Project Authority against compliance with all required standards, procedures, and Regulations referred to in this Statement of Work including periodic inspections and audits by the Project Authority or an officer of the CPMA. Non-compliances could result in either nonpayment of samples/service affected or the provision of a corrective action and resolution to the Project Authority within 10 working days of the incident.

5.2.1 Non compliances resulting in nonpayment

Any non-compliance that could affect the outcome of a positive test will result in non-payment of the number of the official samples affected. Example of this type of non-compliance may include, but are not limited to, the following:

Requirement	Non-compliance Type	Non-compliance examples
Service level	Number of staff required per race-course	Insufficient number of staff
Delivery Time Section 3.3	Late Delivery Lost boxes	Shipping box arrived at laboratory after the specified delivery time.
Sample collection	Issues with Samples	• Leakage • One regular blood and one regular urine from the same horse submitted to the lab. • Missing samples
Sample collection	Issues with Labels	• Label missing • Date missing or unreadable • Incorrect date ***** • Age/sex not recorded or unclear • Double labels with contradictory information*** • One label placed over top of the second label. • Use of non-approved labels • Wrong program label ***** • Incorrect information***** • Hand written information on top of printed information ***** *** unless corrected at per the Contractor's approved SOPs**
Section 3.5 Shipping	Urine/blood containers	Arrival at the lab • Cracked or broken • Materials other than official samples

		• Blood samples arrived at lab with incorrect kits used
Section 3.5 Shipping	Seal	• Arrival of shipping container with no seal affixed. • Seal number indicated on the DCR does not match the seal number affixed to the cooler. • Compromised seal
Section 3.5 Shipping	DCR	• not included in shipping container • not signed by TI or CTI • Seals not recorded
Section 3.5 Shipping	Shipping box	• Seal not applied • Delivery time not met

5.2.2 Non-compliances that do not result in no-payment but may require Corrective Measure Actions

Example of this type of non-compliance may include, but are not limited to, the following:

Requirement	Non-conformance Type	Reported Non-conformance
Sample collection	Label	• Creased but information is legible • Overwritten (corrected as per Contractor's protocols)
Sample collection	Sample	• Low sample volume
Section 3.5 Shipping	DCR	• CTI signed on wrong section/line • No columns totals entered • The columns with the total number of samples do not reflect the actual number of samples received. • Duplicate DCRs of same DCR
Section 3.5 Shipping	Shipping box seal	• Cut seal but intact locks unless opened by the carrier e.g. a note by AIR Canada is enclosed • Not applied correctly and box cannot be tampered with
Section 3.5 Shipping	Shipping Box	• Damaged e.g. cracked • Arrived with only one lock • Unapproved shipping documents – notes about samples • Arrived with two of the same locks • Arrived with loose hasp • One lock missing upon arrival to the lab
Training		• No evidence of training of new employees • No evidence of annual training
Quality Assurance program		• Not implemented or maintained • Annual audit not carried out

6.0 RECORDS

The Contractor must keep records on file in the test office in the retention area by the Contractor are the originals of the following:

a) Daily collection record (DCR)

b) Collection cards
c) Record of contacts
d) Other applicable records (example: chain of custody records, special drug control program forms and documentation, incident reports, logs for retrieval of collection cards, etc.)

The Contractor must maintain records of all activities related to the conduct of the EDCP and must make them available upon request to the Project Authority including:

a) A roster of the collection personnel documenting qualifications
b) Length of employment in the EDCP
c) Conflict of interest status
d) Specimen of signatures and initials
e) Other applicable records as requested

The Contractor must maintain records pertaining to the collection of Official samples as follows:

a) Daily collection records and collection cards must be retained in a secure manner for a minimum of two calendar years
b) Records pertaining to Special Drug Control programs must be retained in a secure manner for a minimum of one calendar year

The Contractor must retain electronic records such that they can be retrieved using available software and hardware, as applicable, or must print out for long term storage if necessary.

The following records must be submitted as required by the Project Authority. :
a) Daily collection record
b) Copy of Special Drug Control program forms and documents
c) Collection cards, as requested
d) Others as applicable

7.0 MEETINGS

The Contractor will not be reimbursed for any costs incurred by the Contractor for the following meetings.

7.1 Kick-off Meeting

A kick-off meeting must be held within 15 calendar days from the contract award date. The kick-off meeting must be held within the National Capital Region or via conference call. The exact time and location of the kick-off meeting will be mutually agreed upon between the Contractor, Technical Authority and Contracting Authority.

The purpose of the kick-off meeting is to:

a) Review the contractual requirements; and

b) review and clarify, if required, the respective roles and responsibilities of the Contracting Authority (CA), the Technical Authority (TA) and the Contractor to ensure common understanding.

7.2 Progress Review Meeting

A progress review meeting (PRM) must be held at least once per year. The Technical Authority's Office must be considered as the prime location for PRMs; however, meetings may be held at other locations as mutually agreed upon or via conference call. The purpose of the meetings must be to:

a) Review present and future requirements; and

b) discuss, as applicable, problem areas and issues and how to resolve and or address any such problems/issues.

The Technical Authority is responsible for the coordination of the PRM with the Contractor.

7.3 Other Meetings

The Project Authority and/or Contracting Authority may request a meeting at any time to resolve urgent matters, issues or concerns. These meetings must be held within the National Capital Area.

8.0 Support by Canada

A list of race-courses and the projected number of samples for each race-course will be provided to the Contractor annually by the Project Authority as outlined in Appendix 1 to Annex A. The CPMA is responsible for determining the total number of samples that will be collected at race-courses. The Project Authority will notify the Contractor of any revisions in the projected annual allocation of samples as soon as the information is established by CPMA. If there are any queries by the contractor, these queries will be brought to the attention of the Project Authority.

The CPMA may change the average number of official samples to be collected per live race and the number of Test Inspectors required per live race card at any time during the contract to accommodate for special pilot projects. Prior to any change, notification will be given to the Contractor as soon as possible.

10.0 Travel and Living Requirements

This requirement has no provision for travel and living expenses.

APPENDIX 1 TO ANNEX A - SERVICE LEVELS FOR RACE COURSES

No.	Race-course Location	Province	Average Samples/Race	# Test Inspectors
1	Toronto	ON	2	4
2	Campbellville	ON	2	4
3	Vancouver	BC	2	4
4	Fort Erie	ON	2	4
5	Edmonton	AB	2	4
6	Dundas	ON	2	4
7	Cloverdale	BC	2	4
8	Barrie	ON	1.5	3
9	Winnipeg	MB	1.5	3
10	Elora	ON	1.5	3
11	London	ON	1.5	3
12	Ottawa	ON	1.5	3
13	Fraserville	ON	1.5	3
14	Saskatoon	SK	1.5	3
15	Sarnia	ON	1.5	3
16	Charlottetown	PEI	1.5	3
17	Hanover	ON	1.5	3
18	Clinton	ON	1.5	3
19	Lethbridge	AB	1.5	3
20	Dresden	ON	1.5	3
21	Fredericton	NB	1.5	3
22	North Sydney	NS	1.5	3
23	Grande Prairie	AB	1.5	3
24	Summerside	PEI	1.5	3
25	Inverness	NS	1.5	3
26	Whitby	ON	1.5	3
27	Truro	NS	1.5	3
28	Saint John	NB	1.5	3
29	Trois-Rivières	QC	1.5	3
30	Century Downs	AB	1.5	3
31	Leamington	ON	1.5	3
32	Alberta Downs	AB	1.5	3

APPENDIX 2 TO ANNEX A

MATERIALS, EQUIPMENT AND FORMS

Both official languages of Canada must be used on all Contractor supplied printed materials. From time to time, the Project Authority will review, in consultation with the Contractor and modify as required, the specifications for various forms, materials and equipment to ensure that adequate standards are being maintained. Any changes to the forms, materials and equipment by the contractor must receive prior approval from the Project Authority for implementing their use. The Contractor must ensure that any new forms, equipment or materials are equivalent or superior to the original

1.0 SPECIFICATIONS FOR COLLECTION MATERIALS/EQUIPMENT – URINE

1.1 SAMPLE CONTAINER:

a. Minimum 100 mL (3.5 oz capacity) - VWR®HDPE Multipurpose 4oz w/lid container cat. # 89009-662
b. Polypropylene (translucent white) container
c. Polypropylene cap
d. Inert, acid and temperature resistant
e. Leak resistant when filled and capped for shipment

Note: each new urine sample container must be shipped to a race-course in a sealed plastic bag to ensure that there is no possibility of contamination of the container before it is used to collect the urine sample.

1.2 SAMPLE COLLECTION BAGS:

a. Clear polyethylene film 2 mm thickness:
Mare bags: minimum of 46 cm x 58 cm
Gelding bags: minimum 61 cm x 91 cm, or approved equivalent

1.3 COLLECTION STICKS:

a. A rod with hand grip (long enough to collect the sample)
b. Rod must have a ring attached at one end that will hold the urine container securely during the collection of the Official sample.

1.4 DISPOSABLE GLOVES:

a. Powder free
b. Latex free
c. Non-sterile
d. Single use only
e. Smooth
f. Available in the following sizes: small, medium, large and extra large

1.5 SHIPMENT SAMPLE BAG:

This bag is used to individually ship each Official sample to the designated laboratory.

a. Clear polyethylene film 1.5 mm thickness
b. Adequate size to accommodate the urine container and with enough length to be tied in a knot to secure the sample

2.0 SPECIFICATIONS FOR COLLECTION MATERIALS/EQUIPMENT – BLOOD

2.1 BLOOD VACUTAINERS:

2.1.1. REGULAR BLOOD

a. Gray stoppered vacutainer- sodium fluoride preservative 10 mg/mL and potassium oxalate 2 mg/mL additive
b. 10 mL capacity
c. borosilicate or other non-reactive glass vacutainer
d. glycerin lubricated stoppers suitable for drug analysis according to manufacturer's specifications

2.1.2 QL BLOOD SAMPLES

a. Gray stoppered vacutainer- sodium fluoride preservative 10 mg/mL and potassium oxalate 2 mg/mL additive x 2
b. 10 mL capacity
c. borosilicate or other non-reactive glass vacutainer
d. glycerin lubricated stoppers suitable for drug analysis according to manufacturer's specifications

2.1.3 EIPH BLOOD SAMPLES

a. Red stoppered vacutainer – no additives
b. 10 mL capacity
c. borosilicate or other non-reactive glass vacutainer
d. glycerin lubricated stoppers suitable for drug analysis according to manufacturer's specifications

2.2 CONTAINER WITH LID FOR VACUTAINERS:

The purpose of this container is to enclose 3 stoppered vacutainers

a. Polypropylene (translucent white) container
b. Dimensions such that 3 stoppered vacutainers can fit tightly

2.3 SHIPPING SAMPLE BAG:

This bag is used to individually ship each Official blood sample container to the designated laboratory.

a. Clear polyethylene film 1.5 mm thickness
b. Minimum size 18 cm x 33 cm

2.4 NEEDLES AND NEEDLE HOLDERS:

a. 20 gauge Multi sample needles
b. Needle holder

2.5 BLOOD SAMPLE KITS:

The blood kits, configured as described below, must be assembled by the Contractor and each kit secured in a plastic bag prior to shipment to the race-course to ensure that there is no possibility of contamination of the kit components prior its use to collect blood samples. The kit is to be kept in the plastic bag until its use is imminent.

Blood kits configurations:

Routine blood sample:
a. Three (3) grey stopper vacutainers
b. Multi-use needle and holder
c. Container with cap/lid for vacutainers

QL blood sample:
a. Three (3) grey stopper vacutainers
b. Multi-use needle
c. Container with cap/lid for vacutainers

EIPH blood sample:
a. Three (3) red stopper vacutainers
b. Multi vacutainer blood collection tube needle
c. Container with cap/lid for vacutainers

2.6 ALCOHOL:
a. Antiseptic swabs, or equivalent with 70% Isopropyl alcohol

3.0 SHIPPING SUPPLIES

3.1 BOXES

All shipping containers holding the Official samples must meet the following minimum specifications:

a. Designed to ship up to 24 100mL urine containers, several blood samples and associated documentation relating to the enclosed samples.
b. Insulated (all sides, top and bottom of container) so that frozen urine samples will arrive at the designated laboratory still frozen or slightly thawed;
c. All surfaces must be free from sharp edges, burrs and any other safety hazards
d. Repairable with respect to replacement of hasps, etc.
e. Reusable, that is capable of repetitive use to any destination in Canada without deterioration of the protection to its contents
f. Weatherproof, that is capable of being stored in all types of weather without deteriorating to a degree that would reduce the reliability of the protection to its contents over the life of the container
g. A minimum of one lockable padlock

4.0 DAILY OPERATING SUPPLIES, AS APPLICABLE:

a. Locks for shipping containers
b. Uniquely numbered, tamper-evident security seals (zap-strap) for shipping containers
c. Address tags for shipping boxes e.g. designated laboratory address
d. Scissors
e. Smudge proof and water resistant pens and markers
f. Plastic bags large enough to line the interior of the shipping container
g. Freezer with suitable capacity to hold the official urine samples until shipping, where provided
h. Hard copies of all forms, as required
i. Other supplies/equipment as required

5.0 FORMS, LABELS AND SEALS SPECIFICATIONS

5.1 COLLECTION CARDS

The purpose of the collection card is to document all information regarding the identity of the horse and trainer as well as the information concerning the collection of the official sample(s). These cards are to

be retained by the Contractor or otherwise as authorized by the CPMA. The collection cards are used by the judges and stewards to link an official sample to a trainer and horse in the event of a positive finding as reported by the designated laboratory to the CPMA and the PRB.

Collection cards must provide the following:

a. Live race date
b. Name of race-course, province code where race-course is located
c. Horse name
d. Gender
e. Age of horse
f. Tattoo number, registered number and actual number observed
g. Trainer's name
h. Witness name (printed) and signature
i. If Official sample collected by someone other than TI or CTI, their name (printed) and their signature
j. Test Inspector name (printed) and signature
k. Time horse taken control of
l. Time Official sample obtained
m. Time collection abandoned, if applicable
n. Remarks
o. Initials of TI verifying that the horseperson has had his/her rights provided to him/her
p. Horseperson's initials verifying that they were read their rights by the Test Inspector.
q. Area to indicate if sample was blood, urine, or other type of sample
r. Signature section for Regular blood or urine samples
s. Signature section for special blood samples, when required. For EIPH, include the collection site (from horse's perspective) indicating left jugular vein or right jugular vein
t. Each collection card must be uniquely numbered and have the corresponding special program indicators printed on the card, when applicable.
u. Provincially issued licence number for person who presents the horse to the retention area as applicable.

5.2 SAMPLE IDENTIFICATION (COLLECTION) LABEL SETS

The purpose of the sample identification label is to uniquely identify the sample as to race date, race-course, the type of sample as well as any Special Drug Control Programs and link the collection card (Section **5.1**) to the identity of the horse and trainer in the event of a positive finding when applicable.

Each colour coded sample identification label set will include a minimum of 4 labels (one large and 3 small) with identical information i.e. unique identification number and special program indicator, if applicable.

The unique numbered sample identification labels will be colour coded as follows:

- YELLOW for regular urine and regular blood samples
- BLUE for QL blood (Special Program)
- GREEN for EIPH blood (Special Program)

Corresponding unique identification number should be cross referenced for Special Drug Control programs where two (2) samples collected.

The Contractor must ensure that the quality of the sample identification labels is such that they remain affixed to the Official sample container (i.e. have self-adhesive backing), withstand freeze and thaw cycles and be resistant to moisture (water, urine or blood). The ink on the label must remain pristine and intact, regardless of the aforementioned conditions.

5.2.1 LARGE LABELS

a. The size of the large label should be such to allow enough space to capture the information on the race-course name, province code where race-course is located, race date, gender and age of the horse, as well as a unique number to identify the Official sample(s).
b. The label must also have Special Drug Control program information following the unique identification number when applicable.
c. The large label is affixed to the official sample container (either the urine container or the container for vacutainers). This label provides the link between the official sample and the information on the collection cards as noted in 5.1 Collection Cards.

5.2.2 SMALL LABELS

a. The size of the four (4) small labels should be such to allow enough space to include the unique number used to identify the Official sample.
b. The label must also have Special Drug Control program information following the unique identification number when applicable, e.g. 12345678910 EIPH
c. One small label is affixed to each of the official individual blood vacutainers. The purpose of these labels is to identify the individual blood vacutainers taken from the same horse as well as cross referencing the Official sample and the information on the collection cards as noted in **5.1 Collection cards** and other documentation if applicable.

6.0 SAMPLE CONTAINER SEALS (URINE, BLOOD)

The purpose of this seal is to ensure that the official sample is secure from tampering.

The sample container seals must be self-adhesive, tamper evident and be of adequate size to properly seal the individual containers.

The Contractor must ensure that the quality of the sample container seals is such that they remain affixed to the Official sample container, withstand freeze and thaw cycles and be resistant to moisture (water, urine or blood). The ink on the seal must remain pristine and intact, regardless of the aforementioned conditions. Once the seal is applied to the Official sample container, it cannot be removed without showing evidence of tampering.

6.1 DAILY COLLECTION RECORD (DCR)

The purpose of this form is to document all information regarding the collection of official samples. This form also supports the chain of custody of the official samples from the moment samples were collected in the retention area to their receipt at the Official laboratory.

The form dimensions should be such that all the information below can be captured.

Four copies of the DCR are to be generated and distributed as follows:
- One copy to CPMA
- One copy to the CTI
- One copy to the Provincial Regulatory Body (PRB)
- One copy to the Designated Laboratory

Note 1: The copy of the DCR that is distributed to the official laboratory must not contain any information that connects the sample to the horse from which the Official sample was obtained. Its contents are specified below.

Note 2: There must be one DCR completed for each live race card.

Note 3: Event 1 and 2 live races are not to be combined on the same DCR.

6.1.1 COPY OF THE DCR THAT IS DISTRIBUTED TO CPMA, CTI AND PRB

This copy includes the following information which must be documented for each live race card, as applicable:

- Name of race-course, province where race-course is located
- Live race date
- Event number (first live card of the day is to be entered as 1, second live race card of the day is to be entered as 2).
- Number of betting races conducted
- Race samples ordered
- Number of EIPH injections
- Number of EIPH injection teams
- Number of QL requests submitted to test detail
- Sample totals (totals broken out by type of sample and collective totals) e.g. Types of samples collected: Regular urine, regular blood, judge's requested blood, sample(s) abandoned, EIPH blood, QL blood, EIPH urine, QL urine. Grand total of the number of horses ordered for testing. Grand total of all samples placed in shipping container, grand total of QL requests received.
- Waybill used for that day's shipping container
- Seal number(s)
- Shipping date
- Chief Test Inspector name and signature

As each horse is called into the retention area by judges or stewards or other person approved under the *Regulations*, the following information must be documented on this form:

- Test inspector(s) assigned to a horse
- Race number that the horse competed in
- Name of the horse
- Official position that the horse finished in the race as determined by the judges or stewards
- Time the horse arrived at the retention area
- Time the official regular sample was collected - urine or blood
- Time the official blood was collected from a special program – EIPH, QL as applicable
- Record defining that a regular blood was collected as per a judge request
- Time the official regular sample was abandoned, if applicable
- Time that the blood sample was collected for special drug control programs – EIPH, as applicable
- Time that the blood sample was collected for special drug control programs – QL, as applicable
- Sample collection not-witnessed

6.1.2 COPY OF THE DCR THAT IS DISTRIBUTED TO THE OFFICIAL LABORATORY

This copy contains only the following information:

- Name of race-course, province where race-course is located
- Live race date
- Event number (first live card of the day is to be entered as 1, second live race card of the day is to be entered as 2).
- Number of betting races conducted
- Sample totals (totals broken out by type of sample and collective totals)
- Types of Official samples collected: Regular urine, regular blood, EIPH blood, QL blood, EIPH urine, QL urine. Grand total of all samples placed in shipping container.
- Final seal number

- Seal number as received at the designated laboratory
- Shipping container number as input by the CTI/TI. Each shipping container must have its own unique identification number.
- Waybill used for that day's shipping container
- Shipping date
- Chief Test Inspector name and signature
- Date shipping container received at the official laboratory
- Official Chemist's name (printed) and signature

6.1.3 INCIDENT REPORT FORM

A form to record any incidents that occur during the sample collection.

7.0 CARDS AND POSTERS

The cards and posters describe the 'duties of a person responsible for a horse chosen to undergo a test' and 'the persons authorized in the retention area'.

7.1 CARD – "DUTIES OF A PERSON RESPONSIBLE FOR A HORSE CHOSEN TO UNDERGO A TEST"

The card should be laminated to withstand wear and be double sided, and must include the following information in French and English.

FOR A HORSE CHOSEN TO UNDERGO A TEST

A. When a horse is chosen to undergo a test and the horseperson responsible for the horse has been notified by the PRB/Racing Association the horseperson must immediately take the horse to the retention area and advise the Chief Test Inspector or Test Inspector of their arrival.

B. The horseperson responsible for a horse chosen to undergo a test may:

1. *witness the collection of the official sample(s)*
2. *witness the sealing and identification of the office sample container*
3. *sign the official sample container and sample collection card*
4. *collect an official sample from the horse when requested by the Chief Test Inspector*

C. The horseperson responsible for a horse chosen to undergo a test must obey any instructions from the Chief Test Inspector that relate to the collection of an official sample.

7.2 POSTER – "PERSONS AUTHORIZED IN THE RETENTION AREA"

The poster should be laminated to withstand wear and must contain the following information:

PERSONS AUTHORIZED IN THE RETENTION AREA

While a retention area is being used for the purpose of the Equine Drug Control Program, an association must limit entry to:

1. *Contractor's employees who are on duty*
2. *CPMA Agency Officers, PRB officials or Association officials in the performance of their duties*
3. *The owner or trainer of a horse chosen to undergo a test*
4. *Persons that are authorized by a Test Inspector*

APPENDIX 3 TO ANNEX A

BLOOD INITIATIVE TABLES.

While the CPMA EDCP is urine based, since June 2008 the CPMA has undertaken an initiative that allows the judges/stewards to send a horse for a blood sample in lieu of urine. This program is monitored and adjusted by CPMA periodically. The following are the allotted number of blood samples per racetrack per race card in effect as of July 2010 under this program.

Race-course Location	Province	# of Blood Initiative Samples Allotted/day
Fredericton	NB	0
Saint John	NB	2
Inverness	NS	0
North Sydney	NS	0
Truro	NS	1
Charlottetown	PEI	1
Summerside	PEI	0
Trois-Rivieres	QC	1
Barrie	ON	1
Campbellville	ON	2
Clinton	ON	1
Dresden	ON	0
Dundas	ON	2
Elora	ON	1
Fort Erie	ON	1
Fraserville	ON	1
Hanover	ON	0
London	ON	1
Ottawa	ON	2
Sarnia	ON	0
Toronto	ON	2
Whitby	ON	1
Edmonton	AB	2
Grand Prairie	AB	0
Lethbridge	AB	0
Cloverdale	BC	0
Vancouver	BC	0
Winnipeg	MB	1
Saskatoon	SK	0
Century Downs	AB	0
Leamington	ON	0
Alberta Downs	AB	0

APPENDIX 4 TO ANNEX A

SPECIAL DRUG CONTROL PROGRAMS

The CPMA EDCP is a urine based program. It is anticipated that approximately 85% of the samples collected will be urine, and approximately 15% of the samples will be blood, with a variance +/- 5%. If a urine sample is not collected within the allotted time, then the Contractor will collect a blood (regular) sample. Only one official sample is collected per horse unless the horse is a participant in one or both of the Special Drug Control Program(s).

There are two Special Drug Control Programs: the Exercise Induced Pulmonary Hemorrhaging (EIPH) Program and the Quantitative Limit (QL) Program. Blood and urine samples must be submitted to the Contractor by the owner or trainer of the horse when they are participating in these programs. The Contractor is responsible for:

a) Providing the paraphernalia and overseeing the collection of these samples,
b) Documenting their receipt, and
c) Shipping the samples and related documentation (with the other official samples) to the official lab.

The Special Drug Control Programs are user pay programs, and as such, costs associated with the administration of the drug and the analyses of the samples are paid for by the owner or trainer of the horse. The owner or trainer is also responsible for the collection of the sample.

1. Exercise-Induced Pulmonary Hemorrhage Program (EIPH)

Under s. 170.1 of the *Regulations*, a Provincially-approved EIPH program may be operated at some or all of the race-courses served by the Contractor. An EIPH program is an optional program that allows the applicable drug listed in section 2 of the Schedule (i.e. furosemide) to be administered to a horse diagnosed with EIPH in accordance with the *Regulations*.

When horses participating in an EIPH program are selected to undergo testing under the Equine Drug Control Program, a second sample will be collected to be tested for the presence and level of furosemide.

All samples related to the EIPH program are classified as official samples in accordance with the *Regulations*, and must be collected using paraphernalia approved by the CPMA and provided by the Contractor. Oversight of the collection and delivery of EIPH samples will also be the responsibility of the Contractor. The users of the program are responsible for the costs associated with administering the drug, the collection of the sample (using provided paraphernalia), and the analysis of the sample to ensure the drug was administered in the manner required.

The usage of the EIPH program is variable and, therefore, the number of EIPH samples to be collected and tested may vary from year to year. In 2013 there were approximately 34,562 EIPH injections with approximately 8,666 EIPH blood samples collected post-race and analyzed. In 2014, there were approximately 31,662 EIPH injections with approximately 8,058 EIPH blood samples collected post-race and analyzed.

Commissions are responsible for establishing the EIPH program, and maintaining an EIPH list pursuant to subsection 170.1(1) of horses that display symptoms of exercise-induced pulmonary hemorrhage. The owner or trainer of the horse and the consulting veterinarian licensed by the Commission must determine that it is in the horse's best interest to be placed on the list, and an official veterinarian must endorse that determination before placing the horse on the list.

1.1 Program Requirements for the Administration of Furosemide

Note 1: While the administration of the EIPH program is not the responsibility of the Contractor, the Contractor is responsible for providing certain services and equipment for the operation of EIPH programs, and which form part of this contract.

Note 2: The general administration of an EIPH program must be established by the Commission, and can be performed by any provider approved by the Commission.

Note 3: The EDCP Contractor may enter into an agreement with the Commission for the provision of services associated with the administration of furosemide, and the collection and analysis of blood samples used to establish that the furosemide had been administered in accordance with the Regulations.

The program involves the intra-venous administration of between 150mg or 250mg of furosemide (Lasix ®, Salix ®, etc.) to a horse four hours (plus or minus 15 minutes) before it is scheduled to race.

Where an EIPH program is implemented, the Commission will establish processes that ensure that the furosemide has been administered pursuant to the requirements of subsections 170.1 (1).

1.1.1 EIPH Medication Administration Record (MAR)

The purpose of this form is two-fold. It collects all the information necessary for identifying the horse, race and race-course as well as dosage and administration details of the Furosemide as outlined for the EIPH special drug control program. The Contractor is responsible for receiving and maintaining a copy of this form.

1.2Program Requirements for EIPH Sample Collection

Note: Since the samples obtained from horses participating in an EIPH program are designated as official samples, their collection and shipping protocols must follow the requirements of the Statement of Work and section 162 of the Regulations.

Where an EIPH program is implemented, a TI will:

a) ensure that post-race official samples of blood for furosemide analysis are obtained as per s.162 of the *Regulations*, using the approved and provided collection kit, and that these samples are obtained (by a veterinarian or other qualified person) as soon as practical after the horse arrives in the retention area;
b) notify an officer and judges/stewards of any case where a post-race official sample of blood has not been provided according to s.162 of the *Regulations*;
c) ensure that every effort is made to obtain a post-race official sample of urine from each EIPH horse selected for testing by the judges/stewards. Where a urine sample cannot be obtained, ensure that a second official sample of blood is obtained using the approved collection kit and clearly indicate on the sample identification label that the sample was taken from a horse on the EIPH program by writing an "E" in the corner of the white sample identification label;
d) clearly identify all post-race blood and urine samples obtained from horses registered in the EIPH program by affixing small numbered blood labels to the designated areas of the collection card, as appropriate;
e) comply with all other procedures established for the collection, documentation and shipping of official samples.

1.2.1 EIPH Blood Anomaly Form

The purpose of the Blood Anomaly Form is to advise the Official Laboratory that either the administration of the medication or the collection of the official sample was outside the approved criteria of the special

drug control program, referred to as an “anomaly”. The contractor must receive copies of these documents and ship them to the official lab.

2. QUANTITATIVE LIMIT PROGRAM (QL)

Under s. 170 of the *Regulations*, a horse may participate in a QL program. A QL program is an optional program that allows the applicable drug listed in section 3 of the Schedule (i.e. procaine) to be administered to a horse in accordance with the *Regulations*. When horses participating in a QL program are selected to undergo testing under the Equine Drug Control Program, a second sample will be collected to be tested for the presence and level of procaine.

Samples collected as part of this program are classified as official samples in accordance with the *Regulations*. Provision of CPMA-approved paraphernalia, supervision of the collection of the sample and delivery of the QL Program samples to the official lab will be the responsibility of the Contractor.

The owner/trainer participating in this program are responsible for collecting the sample using paraphernalia provided by the Contractor, and collecting the sample under the direction of a TI. They are also responsible for the payment of the costs of analyzing samples to determine the presence and level of procaine.

The usage of the Quantitative Limit Program is variable and, therefore, the number of samples to be tested may vary from year to year. In 2013 there were 119 Quantitative Limit blood samples collected post-race and analyzed. While in 2014, there were approximately 63 Quantitative Limit blood samples collected post-race and analyzed.

2.1 Program requirements

A Test Inspector must:

a) Be present in the retention area thirty (30) minutes (minimum) before the scheduled start of the race card,

b) Ensure that proper documentation exists to verify horse identity and that a record of drug administration as specified by s.170.1 (a) of the *Regulations* is provided and completed on the Request for Quantitative Limit Analysis form no later than one half (1/2) hour before the scheduled start of the horse's race, before authorizing collection of a blood sample from a horse in that race, if selected for testing by the judges/stewards;

c) Notify an officer and the judge/steward of any late submissions of that request form in a timely fashion;

d) Ensure that post-race official samples of blood are obtained using the approved collection kit, only from horses for which a record of drug administration is provided, and that these samples are collected pursuant to section 162 of the Regulations, and obtained by a veterinarian or other qualified person, as soon as practical after the horse arrives in the retention area;

e) Ensure that every effort is made to obtain a post-race official sample of urine from each horse selected for testing by the judges/stewards, for which a record of drug administration is provided, and, where a urine sample cannot be obtained, ensure that a second official sample of blood is obtained, using the approved collection kit and clearly indicate on the sample identification label that the sample was taken from a horse on the QL program by writing "QL" in the corner of the white sample identification label;

f) Clearly identify all post-race blood and urine samples obtained from horses for which a record of drug administration is provided, by affixing small numbered labels to the designated areas of the collection cards, as appropriate;

g) Forward the "laboratory" copy of each completed request form to the designated laboratory, in a sealed envelope marked with the track name, race date and contents;

h) Comply with all other procedures established for the collection, documentation and shipping of official samples as outlined in the statement of work

2.1.1 Request for Quantitative Limit (QI) Analysis Form

The purpose of this form is to document the use of a permitted medication under the QL special drug control program.

2.1.2 Program Requirements for Sample Collection

Since the samples obtained from horses that have been administered procaine in accordance with the *Regulation* are designated as official samples, their collection and shipping protocols must follow the requirements of the Statement of Work.

ANNEX B

BASIS OF PAYMENT

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

1.1 The Contractor will be paid the following firm all inclusive price per sample for collection and administration of the shipping of the official samples.

The firm all inclusive price must include the services identified in section 3.1.a), c) and e).

Initial contract Period From July 1, 2016 to March 31, 2019	Option period 1 From April 1, 2019 to March 31, 2020	Option period 2 From April 1, 2020 to March 31, 2021

2.0 Cost Reimbursable Expenses

2.1 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Allowable Categories	Estimated Cost per year
Shipping of official samples as per Section 3.2.2 of SOW	**$**
Return Shipment of the empty boxes to corresponding race-course	**$**

ANNEX C

SECURITY REQUIREMENT CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: 01948-16-0252

Security Classification / Classification de sécurité:

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Agriculture & Agri-Food Canada

2. Branch or Directorate / Direction générale ou Direction: Corporate Management/CPMA

3. a) Subcontract Number / Numéro du contrat de sous-traitance:

3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant:

4. Brief Description of Work - Brève description du travail:
Collection of Blood and urine samples from the horses at the race tracks across Canada

5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	☑ No Non ☐ Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	☑ No Non ☐ Yes Oui
6. Indicate the type of access required - Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	☐ No Non ☑ Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	☑ No Non ☐ Yes Oui
6. c) Is this a commercial courier or delivery requirement with **no** overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales **sans** entreposage de nuit?	☑ No Non ☐ Yes Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada ☑	NATO / OTAN ☐	Foreign / Étranger ☐

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion ☑	All NATO countries / Tous les pays de l'OTAN ☐	No release restrictions / Aucune restriction relative à la diffusion ☐
Not releasable / À ne pas diffuser ☐		
Restricted to: / Limité à : ☐	Restricted to: / Limité à : ☐	Restricted to: / Limité à : ☐
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A ☐	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ ☐	PROTECTED A / PROTÉGÉ A ☐
PROTECTED B / PROTÉGÉ B ☑	NATO RESTRICTED / NATO DIFFUSION RESTREINTE ☐	PROTECTED B / PROTÉGÉ B ☐
PROTECTED C / PROTÉGÉ C ☐	NATO CONFIDENTIAL / NATO CONFIDENTIEL ☐	PROTECTED C / PROTÉGÉ C ☐
CONFIDENTIAL / CONFIDENTIEL ☐	NATO SECRET / NATO SECRET ☐	CONFIDENTIAL / CONFIDENTIEL ☐
SECRET / SECRET ☐	COSMIC TOP SECRET / COSMIC TRÈS SECRET ☐	SECRET / SECRET ☐
TOP SECRET / TRÈS SECRET ☐		TOP SECRET / TRÈS SECRET ☐
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) ☐		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) ☐

Security Classification / Classification de sécurité

TBS/SCT 350-103 (2004/12)

Canada

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
01948-16-0252

Security Classification / Classification de sécurité

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

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets: ☑ No / Non ☐ Yes / Oui
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

Security Classification / Classification de sécurité

TBS/SCT 350-103 (2004/12)

Canada

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
01948-16-0252

Security Classification / Classification de sécurité

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret
Information / Assets Renseignements / Biens	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Production	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
IT Media Support TI	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
IT Link Lien électronique	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

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

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

ANNEX D

INSURANCE REQUIREMENTS

G2001C – Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than $2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

    a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

    b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

    c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

    d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

    e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

    f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

    g. Employees and, if applicable, Volunteers must be included as Additional Insured.

    h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

    i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

    j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

    k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

G2002C – Errors and Omissions Liability Insurance

a) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than $1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

b) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

c) The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.