

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:	Title – Sujet Health Care Services at the Canadian Coast Guard College Sydney Nova Scotia		Date May 16, 2016	
Bid Receiving/Réception des sousmissions	Solicitation No. –	-		
Procurement Hub Centre d'approvisionnement Fisheries and Oceans Canada Pêches et Océans Canada	F5211-160081	Nº de l'Invitation		
301 Bishop Drive 301 promenade Bishop Fredericton, NB E3C 2M6	Client Reference F7003-16E001	No No. de référe	nce du c	lient
Email - courriel: <u>DFOtenders-soumissionsMPO@dfo-</u> mpo.gc.ca	Solicitation Close	es – L'invitation pre	end fin	
REQUEST FOR PROPOSAL	At /à : 14:00 ADT(Atlantic Daylight Tin	ne)	
	On / le : May 31, 2	2016		
DEMANDE DE PROPOSITION				
Proposal to: Fisheries and Oceans Canada	F.O.B. – F.A.B	GST – TPS		Duty – Droits
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms	Destination	See herein — Voi inclus	r ci-	See herein — Voir ci-inclus
and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.	Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus			
Proposition aux : Pêches et Océans Canada	Instructions See herein — Voir ci-inclus			
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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-	Cathi Harris, A/Tea Email – courriel:	s to – emande de renseig am Lead - Contractir issionsMPO@dfo-m	ng	
annexée, au(x) prix indiqué(s).	Delivery Required Livraison exigée	– t		y Offered –
Comments: - Commentaries :	Livraison exigéeLivraison proposéeSee herein — Voir ci-inclus			
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT		Idress and Represe u fournisseur/de l'e		– Nom du vendeur, adresse neur:
LE PRÉSENT DOCUMENT COMPORTE UNE				
EXIGENCE EN MATIÈRE DE SÉCURITÉ	Telephone No. –	No. de téléphone	Facsim	ile No. – No. de télécopieur
	or print) - Nom et		ne autori	on behalf of Vendor (type sée à signer au nom du 'imprimerie)
	Signature		Date	



October 2014 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

TABLE OF CONTENTS

PARI	- GENERAL INFORMATION	3
1.1 1.2 1.3 1.4 1.5	SECURITY REQUIREMENTS STATEMENT OF WORK DEBRIEFINGS TRADE AGREEMENTS PROCUREMENT OMBUDSMAN	3 3 3
PART 2	2 - BIDDER INSTRUCTIONS	3
2.1 2.2 2.3 2.4 2.5	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS FORMER PUBLIC SERVANT ENQUIRIES - BID SOLICITATION APPLICABLE LAWS	4 4 6 6
PART 3	3 - BID PREPARATION INSTRUCTIONS	6
3.1	BID PREPARATION INSTRUCTIONS	6
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 4.2	EVALUATION PROCEDURES BASIS OF SELECTION - HIGHEST COMBINED RATING TECHNICAL MERIT AND PRICE	9
PART 5	5 - CERTIFICATIONS	11
5.1	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND CERTIFICATIONS REQUIRED WITH THE BID.	11
PART	6 - RESULTING CONTRACT CLAUSES	13
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11	5 - RESULTING CONTRACT CLAUSES SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS. TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS CERTIFICATIONS APPLICABLE LAWS. PRIORITY OF DOCUMENTS PROCUREMENT OMBUDSMAN INSURANCE – SPECIFIC REQUIREMENTS G1001C (2013-11-06). SACC MANUAL CLAUSES	13 13 14 14 15 15 15 16 17 17 17 17 18
$\begin{array}{c} 6.1 \\ 6.2 \\ 6.3 \\ 6.4 \\ 6.5 \\ 6.6 \\ 6.7 \\ 6.8 \\ 6.9 \\ 6.10 \\ 6.11 \\ 6.12 \\ 6.13 \\ 6.14 \end{array}$	SECURITY REQUIREMENTS	13 13 14 14 15 15 16 17 17 17 17 17 18 18
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14 ANNEX	SECURITY REQUIREMENTS	13 13 14 14 15 15 16 17 17 17 17 17 18 18 19
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14 ANNEX	SECURITY REQUIREMENTS STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS CERTIFICATIONS PRIORITY OF DOCUMENTS PROCUREMENT OF DOCUMENTS G1001C (2013-11-06) SACC MANUAL CLAUSES	13 13 14 14 15 15 16 17 17 17 17 17 18 18 19
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14 ANNEX ANNEX	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS. TERM OF CONTRACT. AUTHORITIES. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS. PAYMENT. INVOICING INSTRUCTIONS CERTIFICATIONS. APPLICABLE LAWS. PRIORITY OF DOCUMENTS PROCUREMENT OMBUDSMAN INSURANCE – SPECIFIC REQUIREMENTS G1001C (2013-11-06). SACC MANUAL CLAUSES. "A" STATEMENT OF WORK. "B" BASIS OF PAYMENT.	13 13 14 14 15 15 16 17 17 17 17 18 18 19 23 24



PART 1 - GENERAL INFORMATION

1.1 **Security Requirements**

Canada

- 1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - the Bidder must provide the name of all individuals who will require access to (c) classified or protected information, assets or sensitive work sites.
- 2. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssiiss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

1.2 **Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

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.

1.4 **Trade Agreements**

This requirement is exempt from Trade Agreements under the Health Services class.

1.5 **Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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-conditionsmanual) issued by Public Works and Government Services Canada.



Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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 <u>2003</u> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

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

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 FPSs, bidders must provide the information required below 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.



Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;



- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

Signature

Date

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **10** 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 the province or territory where the goods and/or services are to be rendered.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

Section I:	Technical Bid (one (1) hard copy OR one soft copy in PDF format)

- Section II: Financial Bid (one (1) hard copy OR one soft copy in PDF format)
- Section III: Certifications (one (1) hard copies OR one soft copy in PDF format)



Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails).

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 <u>Policy</u> on <u>Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 1. 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
- 2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

It is mandatory that the following information must be identified in the proposed candidates' resumes:

i) The name of the client organization to whom the services were provided;

ii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and

iii) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work)

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	Health Care Specialist that is a Physician. Must meet the requirements for a Full Licence <u>http://www.cpsns.ns.ca/Registration-Renewal/Licence-</u> <u>Type/Full-Licence</u> as set out by the College of Physicians & Surgeons of Nova Scotia. Provide copy of licence.		
M2	Must be a certified Transport Canada Marine Medical Examiner <u>https://wwwapps.tc.gc.ca/saf-sec-sur/4/mme-</u> mdm/eng/marine-medical-examiners/search		
М3	Must provide proof of Commercial General Liability Insurance.		
М4	Must provide proof of Medical Malpractice Liability Insurance.		
М5	Must demonstrate collaboration with an off-site family physician to provide a range of primary care services.		



4.1.1.2 Point Rated Technical Criteria

Proposals that comply with all of the mandatory requirements will be evaluated on their technical proposal as follows:

Proposals shall be evaluated against the technical criteria listed below. In order to qualify proposals must receive a minimum overall score of 75% for the Technical Criteria. Proposals that do not achieve the minimum threshold will be declared technically non-responsive and no further evaluation will be conducted.

	Rated Technical Criteria	Weight	Cross Reference to Proposal
R1	Minimum 2 years experience as Health Care Specialist < 2 years = 0 points 2 - 3 years = 25 points 3 - 5 years = 30 points 5 - 10 years = 35 points 11+ years = 40 points	40	
R2	Experience in providing health care services in a similar work situation. < 2 years = 0 points 2 - 3 years = 25 points 3 - 5 years = 30 points 5 - 10 years = 35 points 11+ years = 40 points	40	
	Total	80	

Minimum points 75% = 60/80

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection - Highest Combined Rating Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.



- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75 % for the technical merit and 25 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 75 = 63.89	89/135 x 75 = 49.44	92/135 x 75 = 51.11
Calculations	Pricing Score	45/55 x 25 = 20.45	45/50 x 25 = 22.5	45/45 x 25 = 25
Combined Rating		84.34	71.94	76.11
Overall Rating		1st	3rd	2nd

Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)

PART 5 - CERTIFICATIONS

Canada

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

5.1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.1.2 **Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: Title: Address: Telephone: Facsimile:	
E-mail:	

Page 11 of - de 29

5.1.2.2 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
- **b)** The status of the contractor (individual, unincorporated business, corporation or partnership:
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

6.1.1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. 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/PWGSC.
- 3. 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.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).
- 6.1.1.2 To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at <u>Yves.Arsenault@dfo-mpo.gc.ca</u> or at 506-851-7002 phone.
- 6.1.1.3 In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Appendix "C-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its



Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

6.3.1 General Conditions

<u>2010B</u> (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of Fisheries and Oceans Canada referenced above is amended as follows:

Delete section 31 in its entirety.

6.3.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information 4009 (2013-06-27), Professional Services – Medium Complexity

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to May 31, 2018 inclusive.

6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Cathi Harris
Title:	A/Team Lead - Contracting
Department:	Fisheries and Oceans Canada
Directorate:	Materiel and Procurement Services
Address:	Procurement Hub – Fredericton
	301 Bishop Drive
	Fredericton, NB
	E3C 2M6
Telephone:	506 452 3639
E-mail address:	DFOtenders-soumissionsMPO@dfo-mpo.gc.ca



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

6.5.2 **Project Authority**

The Project Authority for the Contract is: (to be provided at 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.

6.5.3 Contractor's Representative

Name: Title: Organization: Address:	
Telephone : Facsimile: E-mail address:	

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm per diem rate, as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.



- 6.7.1.2 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- 6.7.1.3 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.4 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ ______.
 insert the amount at contract award)Customs duties are ______ included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contractor must notify in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 - whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Monthly Payment

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

6.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:
 - 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

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



identified in the invoice is completed.

- 2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the monthly progress report.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered**.

6.11 **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 4008 (2008-12-12), Personal Information;
- (c) the supplemental general conditions <u>4009</u> (2013-06-27), Professional Services Medium Complexity;
- (d) the general conditions <u>2010B</u> (2015-09-03), General Conditions Professional Services (Medium Complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List;
- (h) Annex D, Insurance Conditions;
- the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____ " or ", as amended on _____ " and insert date(s) of clarification(s) or amendment(s))

6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award



resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

6.13 Insurance – Specific Requirements G1001C (2013-11-06)

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) 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 SACC Manual Clauses

SACC Manual clause A9113C (2014-11-27) Handling of Personal Information



ANNEX "A" STATEMENT OF WORK

Health Care Services at the Canadian Coast Guard College

1.0 Scope

1.1 Introduction

To provide Primary Health Care services including consultations and referrals for Officer Cadets, on site at the Canadian Coast Guard College in Sydney, NS.

1.2 Definition

In this document, a Health Care Specialist is:

A Physician (must meet the requirements for a Full Licence <u>http://www.cpsns.ns.ca/Registration-</u> <u>Renewal/Licence-Type/Full-Licence</u> as set out by the College of Physicians & Surgeons of Nova Scotia).

1.3 Objectives of the Requirement

To provide a bilingual Health Care Specialist for the Officer Cadets, on site at the Canadian Coast Guard College in Sydney, NS, in order to promote a healthier working and living environment, to promote preventative proactive health care and to reduce loss of time for Officer Cadets.

1.4 Background, Assumptions and Specific Scope of the Requirement

The Officer Cadets live and work on campus in a restricted and closed environment. Time lost from studies and classes due to illness and/or transportation to a medical facility has been, and is a problem for the students and faculty of the College. Transport Canada Marine Safety requires Officer Cadets attend 90% of their classes in order to graduate from the OTP. The Officer Cadets arrive at the College with no physician in the local area to attend to their medical needs, therefore on-site medical services is a necessity.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Canadian Coast Guard College in Sydney, N. S. requires the services of a Health Care Specialist who must provide the following services:

- Examine Officer Cadets who report sick for the day. Their illness must be evaluated and follow up with doctor referral, if required. A health record for every visit must be established. Provide emergency care in occupational and non-occupational injuries and illnesses during the hours the health care specialist is present at the College.
- Conduct adequate follow up and rehabilitation of the ill and injured. This includes referrals to
 physicians, community agencies and institutions and College resources.
- Create and keep up-to-date personal paper files. These files must be filed in a locked cabinet located in the health assessment office.
- Ensure that information of a non-confidential nature, required for training purposes, is communicated in writing with the office of the Superintendent of Officer Cadets when it deems appropriate.



- Conduct health assessments, both on individual and community basis, develop and provide health education and counseling to individuals or groups as required, within regular hours of work.
- Determine population need and develop, implement and evaluate population health promotion and strengthening primary health care programs, within regular hours of work.

2.2 Technical, Operational and Organizational Environment

The Canadian Coast Guard College has dedicated facilities to provide the service. These facilities include a waiting room, an office/examination room and a washroom. The office is equipped with desks and chairs, filling cabinets, computer, copy/fax machine and telephone. The examination room is equipped with an examination table, stocking cabinets, refrigerator, scale, stethoscope, blood pressure cuff, otoscope, thermometer and first aid kit. Basic medical supplies are also provided.



2.3 Reporting Requirements, Method and Source of Acceptance

- The Health Care Specialist must report to the Superintendent of Officer Cadets any changes in onsite schedule and practice at the earliest possible time.
- The Health Care Specialist must attend the Officer Cadets Support Network meetings scheduled by the Director of Studies at least once a year. The health care specialist shall provide feedback and statistics, including multi-year trends, indicative of the state of wellness of the Officer Cadet corps.

2.4 Project Management Control Procedures

Superintendent of Officer Cadets will be responsible of control procedures.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Obligations

The Crown will provide the Contractor with:

- Access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- Access to facilities and equipment (i.e. a workstation with a computer and associated equipment, telephone, etc.)
- Access to a staff member who will be available to coordinate activities (Superintendent of Officer Cadets)

3.2 Contractor's Obligations

If the Contractor requires some equipment that is not already available or need to be replaced, he must send a request by email to the Superintendent of Officer Cadets. With pre-approval from the Superintendent of Officer Cadet, he will buy the equipment himself and get reimbursed on presentation of original receipts, or order this equipment through the Superintendent of Officer Cadets' Office.

Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The Contractor shall label all equipment/furnishings as being the property of Canada.

Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings shall remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment/furnishings.

3.3 Location of Work, Work site and Delivery Point

All the work must be completed on site at the Canadian Coast Guard College in Sydney, NS.

3.4 Language of Work

Advanced English, French Intermediate level.

Legend	Oral	Comprehension	Written
Basic	 A person speaking at this level can: ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	 A person reading at this level can: fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	A person writing at this level can: • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	 A person speaking at this level can: sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	 A person reading at this level can: grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	A person writing at this level can: deal with explicit information on work- related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	 A person speaking at this level can: support opinions; and understand and express hypothetical and conditional ideas 	 A person reading at this level can: understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	A person writing at this level can: • write texts where ideas are developed and presented in a coherent manner.



4.0 Work Schedule

4.1 Schedule and Estimated Level of Effort (Work Breakdown Structure)

The Health Care Specialist must provide health and wellness education as required. The above services must be delivered on site as follows:

- Monday: 0630 am to 0830 am (2 hours per day)
- Tuesday: 0630 am to 0830 am (2 hours per day)
- Wednesday: 0630 am to 0830 am and 1800 pm to 2000 pm (4hours)
- Thursday: 0630 am to 0830 am (2 hours per day)
- Friday: 0630 am to 0830 am (2 hours per day)

Circumstances may occur where this schedule could differ – Canada will provide the Contractor with 14 days of prior notice or as the earliest depending on operational requirements.

- Canada expects that for every 1.5 hours of patient contact, 30 minutes will be sufficient to account for administrative duties such as charting, lab and diagnostic test review, transportation to hospital with lab specimens, referral letter writing, etc.
- Canada expects that a maximum of 12 hours per week, all inclusive, will be sufficient.
- Services are not required during the summer break (Two (2) middle weeks in August) and during the Christmas break (One (1) to two (2) weeks).



ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid all inclusive fixed time rates as follows:

1.0 Year One: Date of award to May 31, 2017

Category	Name	All Inclusive Fixed Per Hour Rate	Estimated # of Hours	Total
Health Care Professional		\$	576	\$
Total				\$

2.0 Year One: June 1, 2017 to May 31, 2018

Category	Name	All Inclusive Fixed Per Hour Rate	Estimated # of Hours	Total
Health Care Professional		\$	576	\$
Total				\$

Total Estimated Cost Initial Contract Period: \$_____ (GST/HST extra) (1.0 + 2.0)

3.0 Option Year: June 1, 2018 to May 31, 2019

Category	Name	All Inclusive Fixed Per Hour Rate	Estimated # of Hours	Total
Health Care Professional		\$	576	\$
Total				\$

Total Estimated Cost Option Period: \$ _____ (GST/HST Extra)

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave.

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only.

4.0 TOTAL TENDERED PRICE:

1.0 \$_____ + 2.0 \$_____ + 3.0 \$_____ = \$_____ (GST/HST extra)



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government Gouvernement		Contract Number / Numéro du contrat							
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	SECURITY REQUIRE	MENTS CHECK L	IST (SRCL)						
	ÉRIFICATION DES EXIGE	NCES RELATIVE	S À LA SÉCURITÉ (LVERS)						
ART A - CONTRACT INFORMATION / P Originating Government Department or	Oreanization	TRACTUELLE	2. Branch or Directorate / Direction	générale ou Direction					
Ministère ou organisme gouvernementa DFO	d d'origine		Canadian Coast Guard College						
. a) Subcontract Number / Numéro du co	entrat de sous-traitance 3. b) Name and Address	s of Subcontractor / Nom et adresse of	tu sous-traitant					
. Brief Description of Work - Brève descrip	ption du travail								
To provide a bilingual Health Care Sp	ecialist (Nurse Practitioner of	or a Physician) for	the Officer Cadets on site at the	Canadian Coast					
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Government Gouvernement of Canada du Canada

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

TBS/SCT 350-103 (2004/12)



ANNEX "C-1" PERSONNEL IDENTIFICATION FORM (PIF) DEPARTMENT OF FISHERIES AND OCEANS CANADA

Contract / file number: F5211-160081

PROJECT TITLE:	Health Care Services at the Canadian Coast Guard College, Sydney NS
Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

Contractor's Authorized Signatory (Bidder) : _____

Date: _____

(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

For Use at Fisheries and Oceans Canada Authorization of Contracting Security Authority

I approve I do not approve based on:

Contracting Security Authority:

Date: _____



ANNEX "D" – INSURANCE CONDITIONS

1. Commercial General Liability Insurance

- 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.
 - Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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.

2. Medical Malpractice Liability Insurance

- 1. The Contractor must obtain Medical Malpractice 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 the defence costs.
- Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3. 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.
- 4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.