



### A.1 ELECTRONIC BID SUBMISSION

Attention: Arif Hussain  
MAMD  
E-mail: arif.hussain@hc-sc.gc.ca

## Request for Proposals (RFP) for

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

### A2. RFP AUTHORITY

The Authority for this RFP is:

Name: Arif Hussain  
Senior Procurement and Contracting Advisor  
Health Canada - Public Health Agency of  
Canada / Government of Canada  
Chief Financial Officer Branch  
11<sup>th</sup> floor, 200 Eglantine Driveway, Tunney's  
Pasture, Ottawa, Ontario, Canada, K1A 0K9  
Telephone: 613-941-2053  
Facsimile: 613-960-6884  
E-mail address: arif.hussain@hc-sc.gc.ca

**THIS CONTRACT CONTAINS A  
SECURITY REQUIREMENT**

<b>A3. TITLE</b> <b>CANADIAN INCIDENCE STUDY OF REPORTED CHILD ABUSE AND NEGLECT (CIS -2018)</b>	
<b>A4. BID CLOSING DATE</b> January 17, 2017	
<b>A5. SOLICITATION NUMBER</b> 1000184730	<b>A6. ISSUE DATE</b> December 07, 2016
<b>A7. ENQUIRIES</b> All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than <b>seven (7)</b> calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
<b>A8. APPLICABLE LAWS</b> In accordance with GI15, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the <b>Province of Ontario, Canada.</b>	
<b>A9. BID SOLICITATION DOCUMENTS</b> The RFP is divided into six (6) parts as follows: <ol style="list-style-type: none"> <li>1. Section I – Bid Submission Requirements</li> <li>2. Section II – Bid Evaluation Procedures and Evaluation Criteria</li> <li>3. Section III – Financial Bid</li> <li>4. Section IV – General Instructions</li> <li>5. Section V – Certifications</li> <li>6. Appendix 1 – Resulting Contract Clauses <ul style="list-style-type: none"> <li>Annex A – Statement of Work</li> <li>Annex B – Basis of Payment</li> <li>Annex C – Security Requirements</li> <li>Annex D – Privacy Articles in the Performance of the Work</li> <li>Annex E – Non-Disclosure Agreement</li> </ul> </li> </ol>	
<b>A10. BID DELIVERY</b> Bids must be received by no later than <b>14:00 (2 p.m)</b> on <b>January 17, 2017 (Eastern Standard time)</b> at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non- responsive.	
<b>A11. BID VALIDITY</b> Bids will remain valid for a period of <b>ninety (90)</b> calendar days following the Closing Date.	
<b>A12. BID CONTENT</b> Bids must be structured in the following manner: <ul style="list-style-type: none"> <li>• One (1) electronic copy of a Covering Letter, signed by an authorized representative of the Bidder;</li> <li>• One (1) electronic copy of the Technical Bid;</li> <li>• One (1) electronic copy of the Certifications – Section V and,</li> <li>• One (1) copy of Financial Bid – Section III contained in separate attachment</li> </ul> <p>Please refer to Section 1 – Bid Submission Requirement, point 1.2 for further instructions.</p>	
<b>A13. INTELLECTUAL PROPERTY</b> The Crown Will Own Intellectual Property Rights as per Appendix 1.	

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## SECTION I – BID SUBMISSION REQUIREMENTS

### 1.1 REQUIRED INFORMATION

This section outlines the information Bidders are required to submit. To be declared responsive, a bid must:

- a. comply with all the requirements of the RFP;
- b. meet all the mandatory technical and mandatory financial evaluation criteria;
- c. obtain the required minimum points for each point-rated criterion with a pass mark;
- d. obtain the required minimum overall score for the technical evaluation criteria which are subject to a point rating.

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

### 1.2 SUBMISSION OF THE BID

You are invited to submit electronic copies in either official language (English or French) of both the Technical and Cost Proposals. The RFP Reference Number and the title of the Requirement must be in the subject line of your email and your proposal must be structured in accordance to section A12 – Bid Content on the cover page of this RFP.

No price or cost information should appear in any section of the bid, other than the Financial Bid. Failure to provide the Financial Bid in a separate attachment will render a bid non-responsive.

If the email including attachments is larger than 20mb, please submit your bid in separate emails to not exceed Public Health Agency of Canada's server limitation.

- 1.2.1 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract (see Appendix 1).
- 1.2.2 It is the Bidder's responsibility to obtain, if necessary, clarification of the requirements contained in the RFP and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Authority identified in A2 (RFP Authority) and in accordance with section A7 (Enquiries).
- 1.2.3 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source is not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the

RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

### **1.3 GREENING GOVERNMENT OPERATIONS**

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

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

- a. use 8.5 x 11 inch (216 mm x 279 mm) formatting for electronic submissions;
- b. use a numbering system that corresponds to the RFP.

### **1.4 SET-ASIDE FOR COMPREHENSIVE LAND CLAIMS AGREEMENT(S) BENEFICIARIES**

This RFP is not being set aside to Comprehensive Land Claims Agreement(s) Beneficiaries.

### **1.5 SET-ASIDE UNDER THE FEDERAL GOVERNMENT'S PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)**

This RFP is not being set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB)

### **1.6 TRADE AGREEMENTS**

The requirement is not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **1.7 DIRECT DEPOSIT PAYMENTS**

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

### **1.8 SECURITY REQUIREMENTS**

The Bidder must meet the security requirements identified in the Resulting Contract Clauses and Security Requirements Checklist which are included in Appendix 1, Annex C, of this RFP. All potential bidders will be considered for this requirement regardless of current security status.

Those bidders not currently registered with the Canadian Industrial Security Directorate (CISD) of PWGSC will be sponsored by the Public Health Agency of Canada before the contract award.

## SECTION II – BID EVALUATION PROCEDURES AND EVALUATION CRITERIA

### 2.1 BID EVALUATION PROCEDURES

**2.1.1** The Technical Bid will first be evaluated against the mandatory technical criteria of the RFP. If the bid meets all the mandatory criteria, and the RFP contains point-rated criteria, the evaluation committee will then evaluate the point-rated technical criteria. If the mandatory technical criteria are not met, the point-rated technical criteria will not be evaluated and the bid will be given no further consideration.

**2.1.2** Only technical bids that meet the mandatory technical criteria and the minimum score required in the point-rated technical criteria will be further evaluated against the mandatory financial criteria on the basis of the Bidder's Financial Bid.

#### 2.1.3 Supplier Selection Method

##### **Highest combined rating of technical merit and price**

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

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

Technical weighting: 70%

Price weighting: 30%

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

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

Total score = Technical score + Financial score

**NOTE:** Bids for which the total evaluated bid price is 50% greater than the lowest price of all bids received will automatically receive a score of "0 points" for the financial score.

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

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

In the example above, bid 4 would receive “0 points” for its financial score as it exceeds the lowest priced bid by more than 50% ( $\$100,000 + 50\% = \$150,000$ ).

## 2.2 EVALUATION CRITERIA

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

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

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

### 2.2.1 Mandatory Criteria

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either a “Yes” or a “No.”

#### MANDATORY TECHNICAL REQUIREMENTS

All Bidders are advised that only listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal. For the purpose of personnel qualifications, experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided that they are related to the required services.

For each resume submitted, the Bidder must ensure that:

- i. the proposed resource title and the individual's name are clearly indicated; and



- ii. the resume clearly demonstrates where, when and how the stated qualifications/experience of the individual were acquired.

For evaluation purposes:

- iii. where means the name of the employer as well as the position/title held by the individual;
- iv. when means the start date and end date (e.g. from January 2000 to March 2002) of the period during which the individual acquired the qualification/experience; and
- v. how means a clear description of the activities performed and the responsibilities assigned to the individual under this position and during this period.

Months of Experience:

- vi. Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project, will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Principal member of the team:

- vii. Bidders are to note that reference to a “principal member of the team” is defined as an individual contributing to at least thirty-five percent (35%) of the overall work effort.

**The mandatory requirements evaluation table:**

<b>ATTENTION BIDDERS:</b>			
Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
MT1	At least one principal member of the project team, substantively involved in all phases of the project, must have demonstrated experience in conducting at least one (1) research or surveillance project collecting data from child welfare agencies within the last ten (10) years.  In order to demonstrate this experience, the Bidder must provide for each project: a) The name of the client organization or company to		

	<p>whom the services were provided;  b) The project start and end date;  c) Project Authority name, address, telephone number and E-mail if available; and  d) A brief description of the responsibilities and services provided and the number of days spent on the cited project by the proposed resource.</p> <p><i>Reference checks may be completed at the sole discretion of the Crown</i></p>		
<b>MT2</b>	<p>The proposed personnel in combination must have the capacity to conduct a surveillance study that requires cross-Canada collaboration, including collaboration with provincial and territorial ministries. In combination they must have played a leading role in a research or surveillance project conducted in the last ten (10) years, in at least three (3) different provinces and/or territories in Canada.</p> <p>In order to demonstrate this experience, the Bidder must provide for each project:  a) The name of the client organization or company to whom the services were provided;  b) The project start and end date;  c) Project Authority name, address, telephone number and E-mail if available; and  d) A brief description of the responsibilities and services provided and the number of days spent on the cited project by the proposed resource.</p> <p><i>Reference checks may be completed at the sole discretion of the Crown</i></p>		
<b>MT3</b>	<p><b>MT3.1</b>  Minimum educational requirement.  A minimum of one (1) one principal member of the proposed project team must have graduated with a doctorate degree from a recognized university with an acceptable specialization in a social science or health-related field.</p> <p>The Bidder must provide a copy of the proposed resource's degree at time of bid submission.</p>		
	<p><b>MT3.2</b>  A minimum of one (1) one principal member of the project team must have graduated with a Masters of Social Work degree from a recognized university.</p>		

	<p>The Bidder must provide a copy of the proposed resource's degree at time of bid submission.</p>		
	<p><b>MT3.3</b> A minimum of one (1) one principal member of the project team must have graduated with a Master's degree in Statistics from a recognized university.</p> <p>The Bidder must provide a copy of the proposed resource's degree at time of bid submission.</p>		
<b>MT4</b>	<p>The bidder must provide a brief description of the proposed project teams' organization, number of resources assigned and their roles and responsibilities, identify project team's key personnel who will be assigned to this contract, and provide their resumes. The following information must be provided in a summary report:</p> <ul style="list-style-type: none"> <li>• Description of functions that each person will perform.</li> <li>• The role, responsibility and estimated level of effort (# of days) of the proposed personnel.</li> <li>• Explanation of why the proposed personnel are well suited to work on the project referring to their qualifications, certifications, education, and experience.</li> </ul>		
<b>MT5</b>	<p>The bidder must submit the following signed certification with the proposal:</p> <ul style="list-style-type: none"> <li>• Certifications specified in Section V.</li> <li>• Non-Disclosure agreement (Annex –E)</li> </ul> <p>Failure to do so will render the bid non-responsive and will be eliminated.</p>		

### 2.2.2 Point-rated Technical Criteria

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

#### Minimum overall score

The overall minimum cumulative score is of (49) points for the sum of technical criteria RT1 and RT2. Bids that fail to meet the minimum score of (49) points will be declared non-responsive and no further consideration will be given to the bid.

#### Minimum pass mark per criterion

Bids that do not meet the minimum pass mark for each of the point-rated criteria will be declared non-responsive.

**The point rated technical requirements evaluation grid:**

#	Point-Rated Technical Criteria	Maximum Points allocated	Minimum Pass Mark	Actual Score (For Bid Evaluation Team use only)	Cross-Reference to bid (indicate page #)
RT1	<p><b>Work Plan Intent:</b> The proponent's strategy for delivering the Project will be evaluated. Adequate response consists of an effective delivery strategy to meet the requirements of the Statement of Work and a clear description of how the team will be effectively managed. For a proposal to receive higher marks, it must elaborate on the strategy for delivering the Project and describe in detail how the various components of the Proponent Team relate to each other, assist each other and communicate with each other.</p> <p><b>Information to be submitted:</b></p> <ol style="list-style-type: none"> <li>1) a description of the overall approach and strategy to this project;</li> <li>2) a description of the methodologies and techniques to be used, including any proprietary information which is proposed to be used in the program;</li> <li>3) a breakdown of the work by tasks including planned start/completion dates and estimated level of effort (i.e. person days) needed to complete each task.</li> </ol>	40	24		

	<p>4) a description of how the performance of the work will be monitored, including information on quality control methods and reporting mechanisms.</p> <p><b>Points Allocation:</b>                  0-12 Does not meet the requirement                  13-24 Adequate                  25-28 Meets the requirement                  29-40 Exceeds the requirement</p>				
<p><b>RT2</b></p>	<p><b>Proposed Team Intent:</b>                  The recent experience of the proposed personnel on projects of similar size and scope will be evaluated.</p> <p><b>Information to be submitted:</b>                  To facilitate evaluation, information on the individual must include:</p> <ol style="list-style-type: none"> <li>1) The title and brief description of the project(s) and its objectives accomplished by each resource;</li> <li>2) A description of the services provided by the proposed resource in support of the project that are relevant to the requirements specified in this RFP;</li> <li>3) The scope of the project (e.g, provincial/territorial, national);</li> <li>4) The nature of the research or surveillance methods;</li> <li>5) The dates and duration of the project;</li> <li>6) The dollar-value of the project</li> </ol> <p><b>Points Allocation:</b></p>	<p>30</p>	<p>18</p>		

	0-9 Does not meet the requirement 11-18 Adequate 19-21 Meets the requirement 22-30 Exceeds the requirement				
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## SECTION III – FINANCIAL BID

Bidders must not submit expenses which normally fall under the normal cost of doing business. **All the information required in this section must be provided in the Bidders' Financial Bid.**

### **Firm Lot Price**

The Bidder must provide a firm all-inclusive lot price for each milestone listed at 3.1- Pricing Schedule, inclusive of any overhead and profit, and costs such as equipment, rentals, subcontractors, FOB destination charges, Canadian customs, duties and excise taxes.

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

**3.0.1** Bidders must provide their Financial Bid in accordance with the table referenced at 3.1 – Pricing Schedule. All payments will be made in accordance with the proposed Basis of Payment (Appendix 1, Annex B) of the Resulting Contract Clauses.

**3.0.2** Exchange rate fluctuation protection is not offered.

**3.0.3** The Financial Bid must contain a detailed breakdown of the **total estimated price**, by phase, or by major tasks. The Financial Bid should address each of the following, if applicable:

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

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

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

#### **b. Travel (GST/HST included)**

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

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

#### **c. Other Expenses (GST/HST included)**

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

*NOTE:* Bidders must not submit expenses which normally fall under the normal cost of doing business. Unless otherwise specified, overhead costs should be included in the firm per diem rates above.

**d. Goods and Services Tax/Harmonized Sales Tax**

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

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

**3.1 PRICING SCHEDULE**

**3.1.1 Professional services**

The Bidder must provide firm, all inclusive per milestone prices as indicated below.

**MILESTONES**

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

**Interim Schedule of Milestones, Deliverables and Payments.** Schedule to be revised and finalised after contract award and initial meetings with the contractor. The revision and finalisation of the schedule of milestones shall not result in any increase in the total liability of Canada or in the price of Work.

**Within one week after contract award:**

**Initial Meeting** - Building Awareness, Sharing Knowledge, and Review of Workplan and Project Schedule

The Contractor will participate in a face-to-face meeting with PHAC staff at the Technical Authority facility in Ottawa to:

- Discuss, clarify and confirm the goals and objectives of the project;
- Discuss the process for providing regular reports to the Project Authority and Technical Authority; and
- Receive key documentation required for the project.

**Within two weeks after contract award:**



### Revised Overall Workplan and Project Schedule

Using the information acquired from the initial meeting, the Contractor must submit a revised Workplan and Schedule (via email) to the Project Authority and Technical Authority on all aspects of the project, which will include:

- Tasks, sub-tasks and time allotment to complete each work activity;
- Start and end dates per activity/task; and
- Deliverables and milestones.

The Contractor will participate in a teleconference with the PHAC Technical and Project Authorities to discuss the revised Workplan and Schedule. Work on the project may commence once the final Workplan has been approved by both the Project Authority and Technical Authority.

### Table 1 Milestones

Note that numbers in the “deliverables” column correspond to deliverable numbers in the Statement of Work.

Milestone Number	Deliverables	Delivery date	Price Breakdown	Firm Amount CAD \$
1	1.1 Comprehensive work plan; 6.1 Plan to approach provincial/territorial and other authorities to request data sharing	February 28, 2017 Q4 16/17		\$
2	3.1 Copies of all REB applications submitted to Technical Authority; 1.2 Quarterly progress report; 6.2 List of child welfare agencies operating in Canada in 2017; 6.5 List of changes expected in child welfare agencies in 2018	June 30, 2017 Q1 17/18		\$
3	4.1 Reliability test-retest plan; 1.2 Quarterly progress report	September 30, 2017 Q2 17/18		\$
4	3.2 Approval letter(s) received from ethics review committee(s); 1.2 Quarterly progress report	December 20, 2017 Q3 17/18		\$
5	4.2 Report of results on test-retest reliability testing; 4.3 Final version of the tested instrument, for approval; 5.1 Training Plan; 5.2 Training materials including manuals and guidebooks; 1.2 Quarterly progress report	March 25, 2018 Q4 17/18		\$
6	2.1 Estimate of number of paper forms	April 30,		\$

	needed; 6.3 Confirmation from Statistics Canada RE receipt of sampling information; 1.2 Quarterly progress report	2018 Q1 18/19		
7	6.4 Excel file with information about child welfare agencies for who administrative data cannot be accessed; 8.1 List of child welfare agencies requesting subsampling; 9.1 Quality control plan; 1.2 Quarterly progress report	August 31, 2018 Q2 18/19		\$
8	1.2 Quarterly progress report	October 31, 2018 Q3 18/19		\$
9	10.1 Preliminary version of raw data file; 1.2 Quarterly progress report	February 28, 2019 Q4 18/19		\$
10	10.2 Total count of paper forms; 10.3 Estimate of data entry completion date; 10.4 Records of every selected case's disposition; 1.2 Quarterly progress report; 13.1 Report on CIS methodology	April 30, 2019 Q1 19/20		\$
11	5.3 Final report of training sessions at all child welfare agencies; 14.1 Report on state of child welfare.	June 30, 2019 Q1 19/20		\$
12	11.1 Completed paper forms; 11.2 Cleaned database including derived variables; 12.1 Data dictionary; 12.2 Data report; 1.2 Quarterly progress report	September 30, 2019 Q2 19/20		\$
13	7.1 Confirmation of delivery of information (for post-stratification) to Statistics Canada ; 1.2 Quarterly progress report; 15.1 Major findings report chapters	December 31, 2019 Q3 19/20		\$
14	16.1 Process evaluation report; 7.1 Quarterly progress report	March 15, 2020 Q4 19/20		\$
<b>Subtotal</b> (excluding GST/HST)				\$
<b>Estimated applicable taxes</b>				\$
<b>Travel Expenses</b>				
<u>Estimated travel expenses amount for bid evaluation purposes only</u>				\$158,505.10
<b>Bid Evaluation Price</b>			<b>TOTAL</b>	\$

## SECTION IV – GENERAL INSTRUCTIONS

	<b>INTERPRETATION</b>		
	In this RFP:		cannot transfer this responsibility to Canada. Canada will not assume responsibility for bids that are directed to an address other than the one stipulated in A1.
0.1	“Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both.	5.3	Late bids: Bids received after the closing date and Time specified in A10 will be deemed non-responsive and will not be considered for contract award.
0.2	“Her Majesty”, the “Minister” or “Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister of Health, acting through Public Health Agency of Canada (referred to herein as the “Minister”).		
<b>G11</b>	<b>RESPONSIVENESS</b>	<b>G16</b>	<b>RIGHTS OF CANADA</b>
1.1	For a bid to be considered responsive, it must comply with all of the requirements of this RFP identified as mandatory. Mandatory Requirements are also expressed by using imperative verbs such as “shall”, “will” and “must”.	6.1	Canada reserves the right:
		6.2	during bid evaluation, to submit questions to or conduct interviews with Bidders, at Bidders’ cost, upon forty eight (48) hours’ notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
		6.3	to reject all bids received in response to this RFP;
<b>G12</b>	<b>ENQUIRIES – BID SOLICITATION STAGE</b>	6.4	to accept any bid, in whole or in part, without prior negotiation;
2.1	All enquiries or issues concerning this RFP must be submitted in writing to the RFP Authority identified in A2 as early as possible within the bid solicitation period. Enquiries and issues must be received within the timeframe described in A7 to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the closing date.	6.5	to cancel and/or re-issue this RFP at any time;
		6.6	to award one or more contracts, if applicable;
2.2	To ensure consistency and quality of information provided to Bidders, the RFP Authority will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.	6.7	to not accept any deviations from the stated terms and conditions;
		6.8	to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful bid in any resulting contract; and
2.3	All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the RFP Authority named herein. Non-compliance with this condition during the bid solicitation period will (for that reason alone) result in bid disqualification.	<b>G17</b>	to not contract at all.
		7.1	<b>INCAPACITY TO CONTRACT WITH GOVERNMENT</b>
<b>G13</b>	<b>BIDDER’S SUGGESTED IMPROVEMENTS DURING BID SOLICITATION PERIOD</b>		By submitting a bid, the Bidder declares that the Bidder has not been convicted of an offence under the following provisions of the <i>Criminal Code</i> :
3.1	Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the RFP Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the RFP Authority within the timeframe described in article A7 to allow sufficient time to provide a response. Canada reserves the right to accept or reject any or all suggestions.		– Section 121, Frauds upon the Government;
			– Section 124, Selling or Purchasing Office; or
			– Section 418, Selling Defective Stores to Her Majesty, other than an offence for which a pardon has been granted.
<b>G14</b>	<b>BID PREPARATION COSTS</b>	7.2	Canada may reject a bid where the Bidder, including the Bidder’s officers, agents and employees, has been convicted of an offence referred to in clause 7.1. Where Canada intends to reject a proposal pursuant to this provision, the RFP Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid rejection.
4.1	The costs, including travel incurred by the Bidder in the preparation of its bid, or of any resulting contract, will be the sole responsibility of the Bidder and will not be reimbursed by Canada.	<b>G18</b>	<b>INCURRING OF COSTS</b>
		8.1	No costs incurred before receipt of a signed contract or specified written authorization from the RFP Authority can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority. The Bidder’s attention is drawn to the fact that the Contracting Authority is the only authority which can commit Canada to the expenditure of the funds for this requirement.
<b>G15</b>	<b>BID DELIVERY</b>	<b>G19</b>	<b>BIDDERS ARE NOT TO PROMOTE THEIR INTEREST IN THE PROJECT</b>
5.1	Bids or amendments thereto, will only be accepted by the RFP Authority if they are received at the address indicated in A1, on or before the closing date and time specified in A10.	9.1	Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.
5.2	Responsibility for bid delivery: the Bidder has the sole responsibility for the timely receipt of a bid by Canada and	<b>G110</b>	<b>PROPERTY OF CANADA</b>
		10.1	Bids received on or before the stipulated RFP closing date and time will become the property of Canada and may not

- be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Access to Information Act* (R.S. 1985, c. A-1) and *Privacy Act* (R.S., 1985, c. P-21).
- GI11 PRICE JUSTIFICATION**  
In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the RFP Authority's request, one or more of the following price justifications:
- 11.1 a current published price list indicating the percentage discount available to Canada; or
- 11.2 copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or
- 11.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
- 11.4 price or rate certification; or
- 11.5 any other supporting documentation as requested by the RFP Authority
- GI12 ANNOUNCEMENT OF SUCCESSFUL BIDDER**
- 12.1 If this RFP was advertised on the "Buyandsell.gc.ca" tendering service, the name of the successful Bidder will be announced on Buyandsell.gc.ca upon contract award and sign off.
- 12.2 If this RFP was not advertised on "Buyandsell.gc.ca," Canada will communicate to all Bidders the name and address of the successful Bidder as well as the total dollar value and award date for the contract only after contract sign-off.
- GI13 APPLICABLE LAWS**
- 13.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. The Bidder may propose a change to the applicable laws in his/her bid. If no change is made, it acknowledges that the applicable laws specified in this RFP are acceptable to the bidder.
- GI14 CONTINGENCY FEE**
- 14.1 The Bidder declares that the Bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly pay, a Contingency Fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Supp.). In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or part of its terms.
- GI15 CONFLICT OF INTEREST – UNFAIR ADVANTAGE**
- 15.1 In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
- (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest; or
- (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 15.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- 15.3 Where Canada intends to reject a bid under this section, the RFP Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the bid Closing Date.
- 15.4 By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.
- GI16 CONDUCT OF EVALUATION**
- 16.1 In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the bid solicitation;
- (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
- (c) request, before award of any contract, specific information with respect to Bidders' legal status;
- (d) conduct a survey of Bidders' facilities and examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of Bidders, any Bidder and any or all of the resources proposed by Bidders to fulfill the requirement of the bid solicitation.
- 16.2 Bidders will have the number of days specified in the request by the RFP Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.
- GI17 BIDDER DEBRIEFINGS**
- 17.1 Should you require additional information or a debriefing regarding your bid, please contact the RFP authority identified in A2 within 15 calendar days of notification of results. The debriefing may be in writing, by telephone or in person. Debriefings provide bidders an opportunity to understand where their bids may need to be improved in response to future solicitations. After the debriefing, and if needed, you will be provided with information on other dispute resolution options available to you such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses. For more information on the Office of the Procurement Ombudsman go to: <http://opo-boa.gc.ca>

## SECTION V – CERTIFICATIONS

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

### 5.1 LEGAL NAME AND BIDDER'S INFORMATION

*(print clearly)*

Bidder's Legal Name

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Bidder's Complete Address

---

---

Bidder's Phone number

(\_\_\_\_\_) \_\_\_\_\_

Bidder's Authorized Representative

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Bidder's Authorized Representative Phone number

(\_\_\_\_\_) \_\_\_\_\_

Bidder's Authorized Representative e-mail

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### 5.2 CERTIFICATIONS

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

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

### **5.3 CERTIFICATION OF EDUCATION, EXPERIENCE AND QUALIFICATIONS**

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

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

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

### **5.4 CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL**

#### **5.4.1 Availability of Personnel and Facility**

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

#### **5.4.2 Status of Personnel**

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

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

## 5.5 FORMER PUBLIC SERVANT CERTIFICATION

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

### 5.5.1 Definitions

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

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

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

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

### 5.5.2 Former Public Servant in Receipt of a Pension

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

Yes ( )

No ( )

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

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

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

### 5.5.3 Work Force Adjustment Directive

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

Yes ( )

No ( )

If so, the Bidder must provide the following information:

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

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

### 5.6 JOINT VENTURE/PARTNERSHIP

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

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



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

- Sole proprietorship ( )
- A corporation ( )
- Partnership ( )
- A joint venture ( )

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

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

## **5.7 INTEGRITY PROVISIONS**

**5.7.1** The Ineligibility and Suspension Policy (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at Ineligibility and Suspension Policy.

**5.7.2** Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

**5.7.3** In addition to all other information required in the bid solicitation, the Bidder must provide the following:

- a) by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
- b) with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.

**5.7.4** Subject to subsection 5.75, by submitting a bid in response to this bid solicitation, the Bidder certifies that:

- a) it has read and understands the Ineligibility and Suspension Policy;
- b) it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c) it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d) it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e) none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
- f) it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

**5.7.5** Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement.

**5.7.6** Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## **5.8 FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION**

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

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

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

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

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

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

### **5.8.2 Agreement to Implement Employment Equity**

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

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

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

By submitting the present information to the RFP Authority, the Bidder certifies that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. The Bidder understands that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

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

**Complete both A and B.**

**A. Check only one of the following:**

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

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

**B. Check only one of the following:**

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

**OR**

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

**5.9 DETERMINING THE POTENTIAL FOR COMMERCIAL EXPLOITATION OF THE INTELLECTUAL PROPERTY**

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

- ( ) Yes
- ( ) No

**5.10 SIGNATURE AND CERTIFICATION**

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name and Capacity*

## APPENDIX 1 – RESULTING CONTRACT CLAUSES

### 1. GENERAL INFORMATION

#### 1.1. Contact Information

##### 1.1.1. Contracting Authority

Name: Arif Hussain  
 Title: Senior Procurement and Contracting Advisor  
 Organization: Public Health Agency of Canada  
 Address: 200 Eglantine Driveway, Tunney's Pasture  
 Ottawa ON K1A 0K9  
 Phone number: 613-941-2053  
 Email: [arif.hussain@hc-sc.gc.ca](mailto:arif.hussain@hc-sc.gc.ca)

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

##### 1.1.2. Project Authority

The Project Authority is: TBD at contract award

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone number: \_\_\_\_\_  
 Email: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract, and is responsible for the day-to-day management of the Contract.

##### 1.1.3. Contractor's Authorized Representative

The Contractor's Authorized Representative is: TBD at contract award

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

## 1.2. PERIOD OF THE CONTRACT

The initial period of the Contract shall be from \_\_\_\_\_ to \_\_\_\_\_.

## 1.3. SECURITY REQUIREMENTS

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

## 1.4. BASIS OF PAYMENT

*Refer to Annex B*

## 1.5. METHOD OF PAYMENT

### 1.5.1. MILESTONE PAYMENTS

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

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

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

### 1.6. INVOICING INSTRUCTIONS

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.
  - 1.1. the Contract title, number and financial code;
  - 1.2. the date;
  - 1.3. a description of the Work performed;
  - 1.4. timesheets (if payment is based on hourly/per diem rates);
  - 1.5. evidences of actual Cost (Cost Reimbursable Elements);
  - 1.6. the amount of the progress payment being claimed; and the amount of any tax (including GST/HST); and
  - 1.7. Reimbursable travel expenses appearing on the invoice must be itemized by category. Please refer to the example below.
2. Invoices must be distributed as follows:
  - 2.1. One (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

### 1.7. INSURANCE REQUIREMENT

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



## 2. GENERAL CONDITIONS

### GC1. Interpretation

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

### GC2. Date of Completion of Work and Description of Work

- 2.1. The Contractor shall, between the start date and the end date specified in section C3 (Contract Period of the Articles of Agreement), perform and complete with care, skill, diligence and efficiency the Work that is described in the Statement of Work (Annex A).

### GC3. Successors and Assigns

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

### GC4. Subcontractors

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

### GC5. Assignment

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

### GC6. Time of the Essence and Excusable Delay

- 6.1. It is essential that the Work be performed within or at the time stated in the Contract.
- 6.2. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;

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

### GC7. Indemnification

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

property of the Contractor or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said Work unless the injury, loss or damage is caused by the negligence of an employee, servant or agent of Canada while acting within the scope of his or her employment.

#### **GC8. Notices**

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

#### **GC9. Termination for Convenience**

- 9.1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 9.2. If a termination notice is given pursuant to subsection 9.1, the Contractor will be entitled to be paid, for Costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
- a. on the basis of the Contract Dollar Value, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all Work terminated by the termination notice before completion; and
  - c. all Costs incidental to the termination of the Work incurred by the Contractor but not including the Cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- 9.3. The Minister may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- 9.4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Dollar Value. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### **GC10. Termination Due to Default of Contractor**

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

- 10.1.1 the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract; or
- 10.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.

- 10.2. In the event that the Minister terminates the Work in whole or in part under GC10.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for all or part of the Work to be completed that was so terminated, and the Contractor shall be liable to Canada for any excess costs relating to the completion of the Work.
- 10.3. Upon termination of the Work under GC10.1, the Minister may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or Work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Canada shall pay the Contractor for all finished Work delivered pursuant to the direction of, and accepted by, the Minister, the Cost to the Contractor of the finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable Cost to the Contractor of all materials or Work-in-process delivered pursuant to the direction. Canada may withhold from the amounts due to the Contractor the sums that the Minister determines to be necessary to protect Canada against excess Costs for the completion of the Work.
- 10.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Dollar Value applicable to the Work or the particular part of the Work.

#### **GC11. Records to be Kept by Contractor**

- 11.1. The Contractor shall keep proper accounts and records of the cost of the Work and of all expenditures or commitments made by the Contractor including invoices, original receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts.
- 11.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to in GC11.1.
- 11.3. The Contractor shall not dispose of the documents referred to in GC11.1 without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for the period of time specified elsewhere in the Contract or, in the absence of such specification, for a period of six years following completion of the Work.

**GC12. Conflict of Interest**

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

**GC13. Contractor Status**

13.1. This is a Contract for the performance of services and the Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

**GC14. Conduct of the Work**

14.1. The Contractor represents and warrants that:

- a. it is competent to perform the Work;
- b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

14.2. The Contractor must:

- a. perform the Work diligently and efficiently;
- b. except for Government property, supply everything necessary to perform the Work;
- c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- d. select and employ a sufficient number of qualified people;
- e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and
- f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

14.3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.

**GC15. Member of Parliament**

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

**GC16. Protection of Work**

16.1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor information necessary for the performance of the

subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require. This section does not apply to any information that:

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

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

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

**GC17. Contingency Fees, Auditing and Public Disclosure**

17.1. The Contractor declares that the Contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a Contingency Fee to any individual for the solicitation, negotiation or obtaining of this Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act* R.S.C., 1985, c. 44 (4th Supp.).

17.2. All accounts and records relating to any payment by the Contractor of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounting and auditing provisions of this Contract.

17.3. The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* - relating to the Contract.

17.4. If the Contractor makes a false declaration under clause 17.1 or 21.1 or fails to comply with the terms set out in clause 17.2 or 17.3, it is an act of default under the Contract and the Contractor agrees, in addition to any other remedies that may be available against the Contractor, to immediately return any advance payments and agrees that the Contracting Authority may terminate the Contract in accordance with the default provisions of this Contract.

17.5. In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is

calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms.

**GC18. Work Force Reduction Programs**

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

**GC19. Amendments**

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

**GC20. Replacement Personnel**

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

**GC21. Criminal Code of Canada**

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

**GC22. Inspection/Acceptance**

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

**GC23. Taxes**

- 23.1. Federal governments and agencies are to pay Applicable Taxes.
- 23.2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 23.3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 23.4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 23.5. Tax Withholding of 15 Percent – Canada Revenue Agency Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**GC24. Title**

- 24.1. Except as otherwise provided in the Contract including the intellectual property provisions, and except as provided in subsection 24.2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
- 24.2. Except as otherwise provided in the intellectual property provisions of the Contract, upon any payment being made to the Contractor for or on account of materials, parts, Work-in-process or finished Work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, Work-in-process and finished Work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
- 24.3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, Work-in-process or finished Work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the Contract. The Contractor shall be

- liable for any loss or damage to any part of the Work caused by the Contractor or any subcontractor after such delivery.
- 24.4. Any vesting of title referred to in subsection 24.2 shall not constitute acceptance by Canada of the materials, parts, Work-in-process or finished Work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 24.5. Where title to any materials, parts, Work-in-process or finished Work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
- 24.6. If the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S. 1985, c. D-1, title to the Work or to any materials, parts, Work-in-process or finished Work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.
- GC25. Entire Agreement**
- 25.1. The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.
- GC26. Harassment in the Workplace**
- 26.1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Secretariat of Canada website.
- 26.2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.
- GC27. No Bribe or Conflict**
- 27.1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 27.2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 27.3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 27.4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.
- GC28. Government Property**
- 28.1. The Contractor must take reasonable and proper care of all Government property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- GC29. Suspension of Work**
- 29.1. The Contracting Authority may at any time, by giving written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.
- GC30. Right of Set-Off**
- 30.1. Without restricting any right of set-off given by law, the Minister may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Government of Canada by the Contractor under the Contract or under any other current contract. The Minister may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Government of Canada by the Contractor which, by virtue of the right of set-off, may be retained by the Government of Canada.
- GC31. Powers of Canada**
- 31.1. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.
- GC32. International Sanctions**
- 32.1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 32.2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 32.3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned

goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section GC9.

### GC33. Transportation Costs

33.1. If transportation Costs are payable by the Minister under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The Costs must be shown as a separate item on the invoice.

### GC34. Contract administration and dispute resolution

34.1. In the event that concerns or issues arise regarding the application of the terms and conditions of a contract, or regarding its administration, the Contractor should contact the contracting officer identified in the Contract to schedule a meeting by phone or in person to discuss and/or resolve any disagreements or misunderstandings. After this initial meeting has taken in place, and if needed, contractors will be provided with information on other dispute resolution options available to them such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.

34.2. At the request and consent of both Parties, the Office of the Procurement Ombudsman may be requested to participate in an alternative dispute resolution process to resolve any dispute between the Parties respecting the interpretation or application of the terms and conditions of the resulting Contract and their consent to bear the costs of such a process. The Office of the Procurement Ombudsman may be contacted by phone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

### GC35. Transportation Carriers' Liability

35.1. The Government of Canada's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Government of Canada (determined by the FOB point of Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

### GC36. Integrity Provisions in Contracts

#### 36.1 Statement

- a. The Contractor must comply with the [Code of Conduct for Procurement](#) and must comply with the terms set out in these Integrity Provisions.
- b. The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

#### 36.2 List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

#### 36.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates

are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

#### 36.4 Lobbying Act

The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

#### 36.5 Canadian Offences Resulting in Legal Incapacity

- a. The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the [Criminal Code](#), and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
  - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or
- b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

#### 36.6 Canadian Offences

The Contractor has certified that:

- a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False*

- or misleading representation), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
- iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
- vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.
- 36.7 Foreign Offences**  
The Contractor has certified that:
- a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
- i. the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;
- ii. the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;
- iii. the court's decision was not obtained by fraud; and
- iv. the Contractor or the Affiliate of the Contractor was entitled to present to the court every defence that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).
- 36.8 Ineligibility to Contract with Canada**  
a. The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:
- i. terminate the contract for default; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- b. The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:
- i. terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- c. The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the [Ineligibility and Suspension Policy](#), it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:
- i. terminate the contract for default; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- d. The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:
- i. terminate the contract for default; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- 36.9 Declaration of Offences Committed**  
The Contractor understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.
- 36.10 Period of Ineligibility**  
The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:
- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility

- to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
  - c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.
- 36.11 Canadian Pardons**  
A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:
- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
  - b. been granted a pardon under Her Majesty's royal prerogative of mercy;
  - c. been granted a pardon under section 748 of the [Criminal Code](#);
  - d. received a record of suspension ordered under the [Criminal Records Act](#); and
  - e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.
- 36.12 Foreign Pardons**  
A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an

offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

**36.13 Period of Ineligibility for Breaching Administrative Agreements**

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

**36.14 Obligations on Subcontractors**

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGS will declare the Contractor to be ineligible to contract with Canada for a period of five years.

**GC37. Entire Agreement**

37.1 The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.



### 3. TERMS OF PAYMENT

#### TP1. Payment

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

#### TP2. Interest on Overdue Accounts

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

- 2.2. Canada shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 2.3. Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 2.4. Canada shall not be liable to pay interest on overdue advance payments.

#### TP3. Appropriation

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

#### TP4. Travel and Living Expenses

Travel and living expenses incurred by the Contractor are entirely subject to the content of the current National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on Contract" ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/statb-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp)). Travel and living expenses are considered to be part of the total Cost of the Contract. Expenses which exceed the Directive will not be paid. Prior authorization for projected travel and living expenses is required.

#### 4.1. General

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

#### 4.2. Method of Transportation

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

**4.3. Meal, accommodation, transportation and other allowances**

- 4.3.1. For same day travel, with no overnight stay, the applicable meals allowance is paid, as specified in the current National Joint Council Travel Directive. Receipts are not required.
- 4.3.2. For same day travel, with no overnight stay, the applicable transportation allowance is paid, as specified in the current National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.
- 4.3.3. For travel of two (2) or more consecutive days, the applicable meal allowances, and the incidental expenses allowances per day are paid, as specified in the current National Joint Council Travel Directive. Receipts are not required.
- 4.3.4. For travel of two (2) or more consecutive days, the applicable travel and accommodation allowances

per day are paid, as specified in the current National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.

- 4.3.5. Meal allowances are not paid in respect of meals included in a fare (e.g. airplane or club-car ticket), or provided free of charge in a government mess, or included as part of the Cost of an event or other function.
- 4.3.6. Professional fees, or similar equivalent Costs cannot be claimed for travel time.
- 4.3.7. Receipts and vouchers for accommodation and transportation are required to be submitted with each claim, except when private, non-commercial accommodation is used. Luxury accommodation is not permitted. Original receipts may be required upon request from Canada, if so, the Contractor must provide original receipts.
- 4.3.8. Entertainment is not an allowable expense.

## 4. INTELLECTUAL PROPERTY

### IP2. Canada to Own Intellectual Property Rights

#### 1.0 Interpretation

In the Contract,

- 1.1 “Background Information” means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
  - 1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;
  - 1.3 “Foreground Information” means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
  - 1.4 “Intellectual Property” means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software and Firmware;
  - 1.5 “Intellectual Property Right” means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders’ rights, or subject to protection under the as trade secrets and confidential information;
  - 1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing.
- 2.0 **Records and Disclosure of Foreground Information**
- 2.1 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to the Minister all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Minister or a representative of the Minister, whether before or after completion of the Contract.
  - 2.2 The Contractor must, in each disclosure under this section, indicate the names of all subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
  - 2.3 Before and after final payment to the Contractor, the Contractor must provide the Minister with access to all records and supporting data that the Minister considers pertinent to the identification of Foreground Information.
  - 2.4 For any Intellectual Property that was developed or created in relation to the Work, the Minister will be entitled to assume that it was developed or created by Canada, if the Contractor’s records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

#### 3.0 Canada to Own Intellectual Property Rights in Foreground Information

- 3.1 All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted under this Contract or otherwise in writing by Canada.
- 3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA (2016)

or

© SA MAJESTÉ LA REINE DU CHEF  
DU CANADA (2016)

- 3.3 Any personal information, as defined in the *Privacy Act*, R.S. 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
  - 3.4 If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.
  - 3.5 The Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights in the Foreground Information as the Minister may require. The Contractor must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including the assistance of the inventor in the case of inventions.
- 4.0 **License to Intellectual Property Rights in Background Information**
- 4.1 The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise the Intellectual Property Rights in the Background Information for Canada's activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Background Information, other than exploit it commercially in competition with the Contractor and transfer or assign ownership of it. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap license or any other kind of packaging, attached to any deliverable.
  - 4.2 For greater certainty, Canada's license in the Background Information includes, but is not limited to:
    - a. the right to disclose the Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by

- Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
- b. the right to disclose the Background Information to other governments for information purposes;
  - c. the right to reproduce, modify, improve, develop or translate the Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
  - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
    - i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
  - e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract and to reproduce, use, modify, improve or translate the Software.
- 4.3 The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.
- 4.4 The Contractor represents and warrants that it has the right to grant to Canada the ownership in the Foreground Information and the license and any other rights to use the Background Information. The Contractor will ensure that any Intellectual Property Rights in any Foreground Information developed by a sub-contractor or any third party must be promptly transferred to and owned by Canada. If the Intellectual Property Rights in any Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party to grant promptly any required license directly to Canada.
- 4.5 Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada's information only to perform the Contract.
- 5.0 **Waiver of Moral Rights**
- 5.1 If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S. 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

**CANADIAN INCIDENCE STUDY  
OF REPORTED CHILD ABUSE AND NEGLECT (CIS)**

**STATEMENT OF WORK  
November 18, 2016**

## **1. SCOPE**

### **1.1. Introduction**

A multi-disciplinary Contractor team (henceforth, “Contractor”) is needed to conduct the next cycle of the Canadian Incidence Study of Reported Child Abuse and Neglect (CIS), herein referred to as CIS-2018. This cycle will involve data collection from approximately 55 provincial and territorial child welfare agencies and offices throughout Canada. The term “child welfare agencies” will be used throughout this document to refer to both agencies and offices.

In addition to the work described in this Statement of Work on the core CIS-2018, affiliated projects, for which the Contractor will have no responsibility, will run concurrently to collect data from 1) First Nations child protection agencies and 2) from additional child welfare agencies in selected provinces and territories.

### **1.2. Objectives of the Requirement**

The specific objectives of CIS-2018 are:

- to develop baseline information on reported child abuse and neglect;
- to produce national estimates, using sound and rigorous methodology, of the number of children investigated for child maltreatment in Canada;
- to enhance understanding of the types and severity of reported child maltreatment;
- to produce evidence to assist in the targeting of resources for children at risk of abuse and neglect;
- to collect information that could help inform programs and policies for children and youth at risk of harm due to maltreatment;
- to collect in-depth information on factors associated with reported child maltreatment including:
  - o the child who is the subject of an investigation;
  - o the investigated child’s family;
  - o the household in which the investigated child resides;
  - o the nature of the alleged or substantiated maltreatment;
  - o the services involved, including the education, training, and experience of the investigating child protection workers.
- to collect data that can be used to better understand the correlation of selected determinants of health —e.g., income, physical and social environment, social status, social support network, child development and personal coping abilities (including mental illness and substance abuse) —with reported child abuse and neglect.
- to collect data to allow exploration of how reported child abuse and neglect functions as a long-term risk factor for negative health and social outcomes.

### **1.3. Background and Specific Scope of the Requirement**

The determinants of child maltreatment are not completely known or predictable, but some of the most important factors arise from the socio-economic context in which a family lives. In the case of Canada’s

Aboriginal populations, historical and geographic factors—including the effects of Indian residential schools, intergenerational trauma, geographic remoteness and the limited availability of programs and services—combine with impoverished living conditions to sharply raise the risk of child maltreatment. However, to a greater or lesser degree, child maltreatment occurs in every stratum of society, and poses serious immediate and long-term risks to children’s health and development.

For decades, child welfare agencies, operating in the provinces and territories under local or provincial or territorial jurisdiction, have offered children protection from maltreatment. Legislation governing child welfare and defining child maltreatment has been enacted in each province and territory. In the 1990s, as an outcome of Canada’s leading role in the United Nation’s World Summit for Children and ratification of the Convention on the Rights of the Child, awareness of the importance of child maltreatment surveillance grew quickly. Surveillance at a national level was identified as a federal priority, and plans for a national child maltreatment surveillance system were developed.

The CIS was first implemented in 1998 to enhance the understanding of reported child maltreatment; it is currently one of the key child health surveillance activities at the Public Health Agency of Canada (PHAC). The CIS is directed from within the Family Violence Surveillance Section, a part of the Surveillance and Epidemiology Division, Centre for Disease Prevention, Health Promotion and Chronic Disease Prevention Branch of PHAC. The CIS is a multi-cycle child-welfare-based study that examines reports of child maltreatment (physical abuse, sexual abuse, emotional maltreatment, neglect, and exposure to intimate-partner violence) or risk thereof, explores key characteristics of children and their families in which maltreatment or maltreatment risk has been reported, and monitors short-term outcomes of investigations (e.g., placement in kinship foster care). Under the terms of agreements between PHAC and provincial and territorial authorities, CIS data are provided by child protection workers with regard to their recently-opened investigations. Data bases from previous CIS cycles are housed at the Government of Canada, which reviews data-use applications and makes data available to qualified individuals and organizations, free of charge. Reports can be accessed at the web address: <http://www.phac-aspc.gc.ca/cm-vee/csca-ecve/2008/index-eng.php>

Child maltreatment surveillance in Canada is an area of public health with particular challenges—stemming from differences among jurisdictions in child maltreatment legislation, case-reporting requirements and administrative systems. Despite these hurdles, the CIS has been used successfully to compile data on reported child maltreatment throughout Canada, based on the same definitions across the country.

Enhancements to data gathering, processing and reporting strategies have been implemented throughout the cycles of the CIS and are ongoing. As in past cycles, data collection will occur over a three-month period, and the CIS form will be completed only once for children who are the subject of multiple investigations.

For CIS-2018, annualized estimates, using the investigation as the unit of analysis, will be made, to report on the burden to the child welfare system. This approach will be led by the Contractor. Efforts will also be made to develop an estimate based on the individual child as well, to allow calculations of national incidence rate estimates of children investigated for maltreatment or for risk of maltreatment, to support the goal of public health surveillance. This approach will be led by PHAC. The extent to which rates of reported maltreatment vary across seasons continues to be studied, and thus PHAC may not report annual estimates based on the child for CIS-2018. Rather, for optimal accuracy, child-based estimates may need to refer only to the three-month period for which data are collected—from October through December 2018. At this writing, PHAC is continuing to investigate alternatives that will allow for the reporting of annual child-based estimates with an acceptable level of quality.

As has been discussed with provincial and territorial partners, it will be mutually beneficial to apply the same methodology used for the CIS-2018 to any affiliated projects. For example, as described in Section 2.3 (Technical, Operational and Organizational Environment) here-in, some provincial and territorial ministries may choose to collaboratively collect data from additional child welfare agencies within their jurisdictions. Officials within PHAC's Family Violence Surveillance Section of the Surveillance and Epidemiology Division—henceforth referred to as the “Technical Authority” will freely share information and expertise regarding any intra-provincial sampling and associated weighting strategies to maximize the representativeness and accuracy of estimates.

## **2. REQUIREMENTS**

### **2.1. Tasks, Activities, Deliverables and Milestones**

#### Governance

For all of the Tasks, Activities, and Deliverables listed below, this Governance Structure will apply. Under the direction of the Technical Authority, the Contractor will collaborate closely with the participating provinces and territories, and advisory committees and working groups as needed. Statistics Canada's expertise in developing a sampling plan and the associated weights will be key to the success of this project. The Contractor will engage, consult, design, plan, co-ordinate, and manage the Contractor's staff and activities related to preparations for development of a sampling plan, data gathering and processing for CIS-2018. Data will be collected using instruments approved by the Technical Authority.

The Contractor will liaise directly with personnel in the data collection sites and with the Technical Authority, and other key stakeholders as may be required over the course of the contract. The Contractor will liaise with PHAC's Child Maltreatment Surveillance Working Group (CMS-WG), via the Technical Authority. The CMS-WG is a multidisciplinary group of appointed experts, mandated to advise the Family Violence Surveillance Section of PHAC regarding the improvement of national CM surveillance.

#### Tasks, Technical Specifications, Deliverables

##### Task 1 – Comprehensive work plan and progress reports

After consultation with the Technical Authority, the Contractor will prepare a detailed work plan. The work plan should include but not necessarily be limited to time frames for the following: liaisons with provincial and territorial authorities to get the needed information for sampling, ethics approval by each applicable review board, a communication plan, joint meetings with Statistics Canada and the Technical Authority to develop the sampling plan (see Task 6), orientation visits or teleconferences with each agency involved in data collection after the sample is drawn, training of child protection workers in child welfare agencies, preparation of training-related documentation, data collection, data handling, data cleaning, schedule of deliverables, and data transfer to the Technical Authority. The work plan must be reviewed and approved by the Technical Authority in terms of its comprehensiveness and practicality.

The work plan must include quarterly progress reports to be made throughout the duration of the contract.

#### Deliverables

##### 1.1 Comprehensive work plan

Due date: February 28, 2017

##### 1.2 Quarterly progress reports

Due date: June 30, 2017, and each quarter for the next 12 quarters.

**Task 2 – Assessment of appropriate data collection platform for each child welfare agency**

For each sampled child welfare agency, the Contractor will assess the capacity for electronic data collection versus paper-and-pencil collection used in previous cycles. The Contractor will ensure that all child protection workers in the sampled child welfare agencies have access to the appropriate data collection instruments. Specifically, the Contractor will assess whether electronic or paper-and-pencil instruments, or a combination of both, will be needed depending on the technological capacity of the agency. Assessing the “capacity for electronic data collection” requires evaluation to ensure that sampled child welfare agencies in remote or rural locations will be able to access the electronic data collection instrument securely, reliably, and with appropriate speed. “Appropriate speed” means that the electronic connection is smooth and stable such that it does not cause frustration to child protection worker data providers. The Contractor will be responsible for any required follow-up with the child protection workers. The specific questions contained in the instrument will be provided by the Technical Authority. The questions will include detailed information about children and their families who were the subjects of child protection investigations, and will identify the provinces and territories where they live. The Technical Authority will provide an electronic or paper-and-pencil data collection instrument with appropriate software.

**Deliverables**

2.1 Estimate of number of paper forms needed.

Due date: April 30, 2018

**Task 3 – Research Ethics Board submissions and approvals**

Upon the Technical Authority’s review and approval of the data collection instrument and study methodology, the Contractor will submit the documents for ethics review by PHAC’s Research Ethics Board (REB) and other ethics review committee(s) as required (e.g., the Contractor’s university ethics board, if applicable). The Technical Authority will together present to PHAC’s Research Ethics Board. All approval(s) received should be submitted to the Technical Authority.

**Deliverables:**

3.1 Copies of all REB applications submitted to Technical Authority

Due date: June 30, 2017

3.2 Copies of approval letter(s) from ethics review committee(s).

Due date: December 20, 2017

**Task 4 – Development of a plan to evaluate test-retest reliability of the CIS maltreatment assessment form and worker information form.**

The Contractor will outline a plan to establish the validity and reliability of the CIS Maltreatment Assessment Form and Worker Information Form. The Technical Authority will provide these forms to the Contractor. At a minimum, test-retest reliability will be evaluated. Once the Technical Authority approves the plan, the Contractor will conduct the testing of the data collection instruments. The Contractor will modify the instruments as necessary based on this testing, and produce a final version of the instruments to be approved by the Technical Authority prior to data collection.

**Deliverables:**

4.1 Reliability Test-Retest Plan

Due Date: September 30, 2017



4.2 Report of Results of Test and Re-test  
Due Date: March 25, 2018

4.3 Final version of the tested instrument.  
Due Date: March 25, 2018

Task 5 – Preparation of a training plan and organization and delivery of training sessions to site coordinators and child protection workers

To create national estimates that represent reported child maltreatment in Canada, the geographic distribution of the participating child welfare agencies will reflect population density patterns across the country. The participating agencies will be those that consent to participate, after being identified as part of the sample in the Statistics Canada sampling plan (see Task 6). To manage the project, the Contractor will arrange for the hiring or other recruitment of “site coordinators” who will be the local contact people within each child welfare agency to coordinate the data collection from the child protection workers. The Contractor will prepare a training plan, a training manual and other materials as needed, which will be submitted to the Technical Authority for review and approval before training begins. All documents related to training should be written to address current circumstances, requirements and technological facilities within participating child welfare agencies. Existing software user manuals will be provided by the Technical Authority as needed. Documentation that was used in previous CIS cycles will be provided by the Technical Authority as needed and must be updated or modified according to the needs for CIS-2018.

The Contractor will assess the availability of space and hardware allocated for training in each agency, and will schedule training sessions accordingly. Training will be organized and conducted by the Contractor in each of the participating child welfare agencies. The training manual, other materials and the training session will be provided in the official language of choice of the trainees. Training will be conducted no sooner than one month prior to data collection and will be completed by October 31, 2018, except for additional training undertaken as needed. Additional training would be required for remedial purposes or to address a situation that has not been previously covered, or for child protection workers who join the CIS data collection effort after initial training is completed due to having been newly hired or transferred. Specific training related to use of the electronic data collection instrument, or paper-and-pencil data collection instrument, should be carried out as needed. A final report on the training sessions, including feedback from participants, will be submitted to the Technical Authority for approval.

In the course of the training sessions, information about the personal characteristics and educational, and training histories of the child protection workers will be collected by the Contractor. A “Worker Information Form” will be provided to the Contractor by the Technical Authority for this purpose. Note that this is personal information, under the terms of the Privacy Act. This information will be input to the data file, as described in Tasks 10 and 11, below.

Deliverables:

5.1 Finalised Training plan  
Due Date: March 25, 2018

5.2 Finalised Training materials including manuals and guidebooks  
Due Date: March 25, 2018

5.3 Final report of training sessions at all child welfare agencies  
Due Date: June 30, 2019

Task 6 – Liaising and negotiating with Provincial and Territorial authorities to facilitate Statistics Canada’s creation of a sampling database of Canadian child welfare agencies’ information

An overall objective of this project is to collect precise and accurate information that can be used to create national estimates with minimum bias or sampling error. Sampling consistent with best practices is necessary to maximize the precision of estimates. Obtaining up-to-date administrative data from each province/territory is critical to Statistics Canada’s preparation of an optimal plan for sampling.

Task 6.1 – The Contractor will create a plan to approach provincial and territorial authorities to request that the child protection agencies under their jurisdiction provide to Statistics Canada the necessary administrative child protection data for creation of a sampling plan. See Tasks 6.3 and 6.4, below. This plan will be submitted to the Technical Authority for approval.

Task 6.2 – The Contractor will create a list of child welfare agencies that operated in Canada in 2017. The list will include unique agency identifiers and notations for each to indicate whether or not administrative data for 2017 exist in each agency in a format that can be shared with Statistics Canada.

Task 6.3 – The Contractor will negotiate with each provincial and territorial authority on behalf of the Technical Authority to provide to Statistics Canada the administrative data, pertaining to 2017, required to prepare an optimal sampling plan.

The Contractor will facilitate ongoing liaisons between Statistics Canada and provincial and territorial authorities to ensure that the optimal sampling plan can be developed.

For those child welfare agencies in which administrative data can be shared, the Contractor will facilitate the agencies’ transmission of this information to Statistics Canada:

- an agency identifier;
- a unique identifier for each case on each file;
- specification of whether the unique identifier relates to the child, to the family, or to some other entity (e.g., the investigation);
- date of birth of the child or child’s age at the time the case was opened;
- date (month and year) the case was opened;
- precise definition of what constitutes a “case” within this agency;
- type of investigation (i.e., neglect; emotional maltreatment, physical, or sexual abuse; exposure to intimate-partner violence; risk of maltreatment);
- whether or not the agency uses “differential response” and/or “alternate response;” and
- whether or not each case was substantiated.

Note that this is personal information, under the terms of the Privacy Act. The Contractor’s role is to facilitate transmission of this information to Statistics Canada, not to handle it, store it, nor share it with PHAC. The transmission requirements will be determined by the provincial and territorial ministries responsible for the administrative data, in consultation with Statistics Canada.

Task 6.4 – For all child welfare agencies for which administrative data cannot be accessed because it does not exist or because it cannot be shared, the Contractor will provide to the Technical Authority:

- the agency name and location;
- a brief description of the reasons why the administrative data cannot be accessed;

- any comparable available data such as summary counts of the number of child maltreatment cases opened in 2017 and the number of unique children involved in those cases; and
- precise definition of what constitutes a “case” in each agency.

Task 6.5 – The Contractor will also determine the expected changes to the number of agencies in each province and territory anticipated for 2018 in terms of expected agency closures, openings, or amalgamations, based on the Contractor’s consultations with the relevant provincial and territorial ministries.

Before July 1 2018 the Technical Authority will provide to the Contractor the sampling plan for use in collecting data from child welfare agencies pertaining to child protection cases opened between October 1, 2018 and December 31, 2018. The Contractor will contact the child welfare agencies to arrange training and data collection (as specified in Tasks 5, 8, 9, 10). The Contractor must inform the Technical Authority immediately of any agency’s refusal to participate in training or data collection. In the event of one or more sampled agency’s refusal to participate, the Technical Authority may, at its discretion modify the sampling plan to include one or more replacement agencies.

Deliverables:

6.1 Draft plan to approach provincial and territorial authorities to request that they provide to Statistics Canada the necessary data for creation of a sampling plan. Submitted for approval to the Technical Authority.

Due Date: February 28, 2017

6.2 A list of child welfare agencies that operated in Canada in 2017. The list will include unique agency identifiers and notations for each to indicate whether or not administrative data for 2017 exist in each agency in a format that can be shared with Statistics Canada.

Due Date: June 30, 2017

6.3 Written or electronic confirmation that the necessary administrative data for the sampling database has been delivered by the provincial and territorial ministries or other authorities to Statistics Canada.

Due Date: April 30, 2018

6.4 A Microsoft Excel file delivered to the Technical Authority containing the necessary information (specified in Task 6.4) pertaining to child welfare agencies for which administrative data cannot be accessed.

Due Date: August 31, 2018

6.5 A list of expected changes to the number of agencies in each province and territory anticipated for 2018 in terms of expected agency closures, openings, or amalgamations, based on the Contractor’s consultations with the relevant provincial and territorial ministries, delivered to the Technical Authority.

Due Date: June 30, 2017

Task 7 – 2018 updating of data base of information from child welfare agencies for post-stratification weighting

For post-stratification weighting, the Statistics Canada held administrative data base as detailed in Task 6.3 and 6.4 will require updating for cases opened from January 1st through December 31st, 2018.

The same conditions also apply in Task 7 that applied in Task 6 re agencies for which the required data cannot be provided.

For those child welfare agencies in which administrative data can be shared, the Contractor will facilitate the agencies' transmission of this information to Statistics Canada:

- an agency identifier;
- a unique identifier for each case on each file;
- specification of whether the unique identifier relates to the child, to the family, or to some other entity (e.g., the investigation);
- date of birth of the child or child's age at the time the case was opened;
- date (month and year) the case was opened;
- precise definition of what constitutes a "case" within this agency;
- type of investigation (i.e., neglect; emotional maltreatment, physical, or sexual abuse; exposure to intimate-partner violence; risk of maltreatment);
- whether or not the agency uses "differential response" and/or "alternate response;" and
- whether or not each case was substantiated.

The transmission requirements will be determined by the province/territory provincial and territorial ministries providing responsible for the administrative data.

For all child welfare agencies for which administrative data cannot be accessed because it does not exist or because it cannot be shared, the Contractor will provide to the Technical Authority:

- the agency name and location;
- a brief description of the reasons why the administrative data cannot be accessed;
- any comparable available data such as summary counts of the number of child maltreatment cases opened in 2018 and the number of unique children involved in those cases;
- any comparable available data such as summary counts of the number of child maltreatment cases opened from October 1, 2018 and the number of unique children involved in those cases; and
- precise definition of what constitutes a "case" in each agency.

The Technical Authority will provide to the Contractor the post-stratification weights created by Statistics Canada, for the Contractor's use.

#### Deliverables

7.1 Written or electronic confirmation that the necessary information has been delivered to Statistics Canada. Due Date: December 31, 2019

#### Task 8 – Managing selected child welfare agencies' requests for sub-sampling

Sub-sampling refers to the need to sample only selected cases within a large child welfare agency (e.g., every second case) due to volume constraints. The Contractor will communicate any requests for sub-sampling to the Technical Authority. The Technical Authority, after consultation with Statistics Canada, will provide the Contractor with a sub-sampling plan that is acceptable to the child welfare agencies that have made the requests.

#### Deliverables:

8.1 List of agencies requesting sub-sampling, with contact information  
Due Date: October 31, 2018

#### Task 9 – Quality control

The Contractor will prepare a plan designed to ensure data quality. The plan should include specific technical strategies aimed at maximizing the completeness and accuracy of the data. These might include

ongoing changes (built into the data collection instrument) designed to minimize error due to out-of-range values, and tracking systems to quantify data-entry error rates of individual workers and monitor the rate of data completeness for each agency. The plan should also outline measures that might be undertaken by the Contractor to improve data quality during the course of collection—such as additional training or other remediation of individual workers as needed, training of new workers and methods for promptly providing feedback, and responding to workers' questions. The data quality control plan, including the specifications of data entry edits, should be submitted to the Technical Authority for approval. Ongoing discussion will occur as specified in the Communications Plan, and any data quality issues identified will be resolved within 10 working days of their identification.

#### Deliverables

##### 9.1 Quality control plan

Due Date: August 31, 2018

#### Task 10 – Data collection

Data will be provided by child protection workers in all agencies selected in the sampling process in Task 6, and in accordance with the quality control measures agreed to in Task 9. Data will be collected using a questionnaire to be provided by the Technical Authority. Data collection will pertain to cases of reported and investigated abuse and neglect opened over the three-month time period starting October 1, 2018, and ending on December 31, 2018. Collected data will include identification of the agency that handled each investigation.

It is essential that for each case that has been designated as part of the sample, a CIS record is submitted—even those that are left blank due to non-response, those that are screened out for any reason, and those that are excluded because a child has been previously investigated and included in the sample. The disposition of each sampled case must be recorded. The Contractor will develop a code list for all possible response outcomes (e.g., CIS questionnaire fully completed, CIS questionnaire partially completed, child is older than those served in the province/territory therefore no data, child protection worker is on holidays therefore non-response, CIS questionnaire not completed because child has been previously investigated and included in the sample, etc.) The appropriate code from the developed code list must be entered in a unique CIS record with its own case identification number, even for records with no information. This information is necessary to collect and transmit to the Technical Authority for Statistics Canada's use in developing post-stratification weights.

As data are entered electronically, they will be transmitted, case by case, to the Technical Authority via the electronic data collection instrument that will be provided by the Technical Authority. Child welfare workers will have been instructed by the Contractor to complete the approved instrument as soon as possible following each investigation. During data collection the Contractor will make him/herself available to child protection workers to respond to questions, offer advice, resolve problems and conduct additional training on an as-needed or as-requested basis. The Contractor will ensure that data collection is completed by March 31, 2019. Any requirement for additional time for data collection can be negotiated with the Technical Authority. If for any reason someone other than the child protection worker responsible for a case completes the data collection instrument, this should be documented.

The Contractor will be responsible for electronic and hard-copy forms management, data transfer of completed paper forms from the child welfare agencies, and storage of the data in the child welfare agencies, all in accordance with the security and privacy protection measures outlined in Sections 3.9 of this Statement of Work. If the Child Protection Worker Information is collected using paper and pencil forms, the Contractor will be responsible to input this data into the electronic data collection instrument, so that each child investigation record can be associated with the appropriate worker information.

## Deliverables

10.1 Preliminary version of raw data file, including all collected data

Due Date: February 28, 2019

10.2 Total count of paper forms

Due Date: April 30, 2019

10.3 Estimate of data entry completion date

Due Date: April 30, 2019

10.4 Records from each agency data collection site providing information about all cases selected into the sample and their final disposition

Due Date: April 30, 2019

## Task 11– Data entry and cleaning

The Contractor, will develop data verification procedures and submit those procedures to the Technical Authority for approval. Through regular meetings, the Contractor will communicate any difficulties or inadequacies with the specifications to the Technical Authority for purposes of mutual work to remediate them. The Contractor will conduct data entry, when paper-and-pencil data collection has been used, using the electronic data collection instrument pre-tested by and provided by the Technical Authority, and will conduct data verification on all data collection instruments. The data will be cleaned by the Contractor for any obvious inconsistencies or out-of-range values. All data will be stored in formats and media to be specified by the Technical Authority. The Contractor will document all changes to data performed in the cleaning process, along with the underlying rationale and decision rules related to each change. All rules developed during cleaning should be applied to data collected whether through the paper or electronic data collection instrument.

The original hard copies of any paper data collection instruments will be provided to the Technical Authority, when electronic data collection was not possible. This applies to paper data collection instruments used to collect data about child protection workers or about the children and families associated with the child maltreatment investigations. Under the Privacy Act, the Technical Authority, as a part of a federal government department, is legally responsible for the protection of personal information collected for this project. Please see the security and privacy protection measures outlined in Sections 3.9 of this Statement of Work, for more details.

## Deliverables:

11.1 Completed pencil-and-paper forms

Due date: September 30, 2019

11.2 Cleaned database including derived variables.

Due date: September 30, 2019

## Task 12 – CIS-2018 database, data report, specifications for derived variables

The database for the sample collected under the terms of the Statement of Work will be gradually accumulated through the course of data collection. It will be housed on a computer server approved by the Technical Authority. Please see the security and privacy protection measures outlined in Sections 3.9 of this Statement of Work, for more details.

The Contractor will create composite and derived variables as appropriate; these could include, but not necessarily be limited to, variables such as exposure to intimate-partner violence and order of substantiation. The Contractor will develop specifications for derived variables in consultation with the Technical Authority, and submit them to the Technical Authority for approval.

The Contractor will compile a data dictionary, in English and French, in a format similar to that provided at the following link: [http://gsg.uottawa.ca/data/teaching/eco/CCHS\\_2012\\_DataDictionary\\_Freqs.pdf](http://gsg.uottawa.ca/data/teaching/eco/CCHS_2012_DataDictionary_Freqs.pdf). Syntax for reading the file into SAS and SPSS (variable labels and formats) should be provided. The data dictionary will include variable labels and formats in both SAS and SPSS, and unweighted frequency distributions with missing values. The Contractor will submit the data dictionary to the Technical Authority, along with electronic versions of syntax files for any derived variables created.

The Contractor will prepare a data report that will provide all technical information related to the database and will contain, though not necessarily be limited to, the following components:

- data verification specifications;
- data quality assurance procedures (data verification, data cleaning);
- data management procedures (security measures);
- data dictionary;
- explanations of composite and derived variables.

The report will be submitted to the Technical Authority for review and approval.

Deliverables:

12.1 Data dictionary

Due date: September 30, 2019

12.2 Data report

Due date: September 30, 2019

Task 13 – Report on CIS-2018 methodology

The Contractor, in collaboration with Statistics Canada, will contribute to a report summarizing all aspects of the methodology employed in conducting CIS-2018, including sections on sampling, weighting, and variance estimation. The Contractor will be specifically responsible for describing the methods related to training, logistics (e.g., number of agencies involved in data collection, average time required to complete each case, percentage of records captured using electronic vs paper data collection instrument, non-response at the agency and record levels), quality control measures, and data cleaning and processing. This report must include also a description of the methodology and findings from deliverable 4.2 Report of results on test-retest reliability testing.

The report should be suitable for use as a draft for inclusion as a chapter in a national surveillance report co-authored by the Contractor with the Technical Authority.

Deliverables

13.1 Report on CIS-2018 methodology

Due Date: April 30, 2019

**Task 14 – Report on state of child welfare in Canada as it relates to data collection**

The Contractor will prepare an approximately 20 page contextual report that is theoretical and practice-oriented, rather than data-oriented, about the state of child welfare in Canada as it relates to data collection, compilation, and reporting. This will be necessary to understand, for example, which jurisdictions may differ in their routine capturing of data. Information gained by the Contractor in the course of conducting the work for this contract about newly opened or closed child welfare agencies will be included, as will a list of agencies across Canada. This report will provide necessary information about the context in which CIS-2018 data were collected and the federal role in coordination of national child maltreatment surveillance.

The report should be suitable for use as a draft for inclusion as a chapter in a national surveillance report co-authored by the Contractor with the Technical Authority.

**Deliverables****14.1 Report on state of child welfare**

Due Date: June 30, 2019

**Task 15 – Report on major findings of the CIS-2018**

Based on the CIS-2018 data, the Contractor will prepare an approximately 20 page surveillance report, in three chapters. Chapter 1 will include results of analyses to summarize rates of: maltreatment-related investigations; child age in investigation by type of maltreatment; child sex in investigation by type of maltreatment; the types of investigations and substantiation decisions; the referral sources; the rates of investigations that lead to ongoing services, placement, and court; previous child maltreatment investigations; child welfare court applications. Chapter 2 will include results of analyses to summarize characteristics of substantiated maltreatment: primary categories of maltreatment; single and multiple categories of maltreatment; physical harm; physical harm and medical treatment; documented emotional harm; duration of maltreatment. Chapter 3 will include results of analyses to summarize characteristics of children and their families including: age and sex of children in maltreatment-related investigations and substantiated maltreatment; documented child functioning; primary caregiver age and sex; primary caregiver's relationship to the child; primary caregiver's risk factors; household type of income; housing type; family moves; exposure to hazards in the home.

The report should be suitable for use as a draft for inclusion as a chapter in a national surveillance report co-authored by the Contractor with the Technical Authority.

**Deliverables****15.1 20 page Report on major findings of the CIS-2018**

Due Date: December 31, 2019

**Task 16 – Summary process evaluation report**

The Contractor will compile a summary evaluation that will catalogue and discuss factors that facilitated or inhibited the progress of CIS-2018. The evaluation will also examine the impact on agency workers involved in the study. For each task, the Contractor will document the process of implementation, synthesis of any difficulties encountered, the rationale for procedural modifications made and their outcomes, approaches to be avoided in future CIS cycles, and successes.

The report will focus on participants (agency managers, child protection workers and CIS-2018 site coordinators) and processes, and address the following areas (and others as appropriate):



## Participant-related

- effectiveness of training;
- questions, problems that emerged during training, problem resolution;
- difficulties, user-friendliness of questionnaire of both electronic and paper-and-pencil;
- impact of study on personnel and work routines in the agency;

## Process-related:

- challenges, successes and resolution of any issues in collaborative work with:
  - Statistics Canada;
  - First Nations Advisory Committee;
  - Technical Authority;
  - CMS-WG;
  - Provinces and territories regarding collaborative collection of data from supplementary sites in their jurisdictions.
- most important lessons learned;
- most successful practices.

The process evaluation will help with both interpretation of the CIS-2018 data and planning for future cycles. Thus it should include a section that describes changes in legislation and/or procedures related to child welfare investigations that have been implemented since 2008 in any province or territory or agency. The Contractor should document the nature of any such changes that he or she becomes aware of during the course of this work such as during training of child protection worker respondents or during data collection or cleaning.

The Contractor will submit the report to the Technical Authority for review and approval.

## Deliverables:

16.1 Process evaluation report

Due Date: March 15, 2020





such additional data collection will be borne by the involved province or territory. However, technical assistance with drawing any desired sample will be offered by the Technical Authority to the involved province or territory in question, *pro bono*.

The Technical Authority will be responsible for providing to the Contractor details of the terms of agreements it holds with such provinces and territories as required. These agreements are distinct from the terms of the present work.

Contractors' communication with provincial and territorial ministries will be required to facilitate the above described collaborative collection of additional data. In addition, collaboration will be required with the First Nations Advisory Committee to facilitate an affiliated project (as noted in Section 1.1, above), involving the collection of data from First Nations child welfare agencies.

### Management Process

The Contractor will collaborate with, and communicate with the Technical Authority on a monthly basis, at a minimum.

The Technical Authority will be responsible for establishing and maintaining the CMS-WG and will facilitate communication between the Contractor and the CMS-WG.

Through the Technical Authority, the CMS-WG will provide expertise to the Contractor, and will be available for consultation as needed. The Contractor may be required to attend CMS-WG meetings and participate in all teleconferences.

The Contractor will work in close consultation with the Technical Authority and the CMS-WG at all stages as per this agreement. Although efforts will be made to ensure that feedback is communicated to the Contractor in a timely manner, delays in the decision process could occur since recommended changes may come from the CMS-WG, and approval of deliverables depends on the Technical Authority. The Contractor should take into consideration the possibility of such delays when developing the work plan in Task #1. The CMS-WG will also provide a forum for a more general review, and may recommend to the Technical Authority that changes be made to the work plan.

The core study will be largely funded and led by PHAC via the Technical Authority, in close collaboration with the provinces, territories and First Nations.

### 2.4. Method and Source of Acceptance

The table shows how each type of deliverable will be evaluated to determine whether the work is acceptable or not.

Deliverable type	Assessment
Plans	To assess plans, the Technical Authority will review the work and determine whether it is: 1) in keeping with the overall intent of the CIS-2018 as expressed in the Statement of Work and supporting documentation and 2) complete, thorough, and feasible (given time and other constraints).
Progress reports	To assess progress reports, the Technical Authority will review the work and determine whether it is: 1) in keeping with the overall intent of the CIS-2018 as expressed in the Statement of Work and supporting documentations; and 2) of acceptable thoroughness, clarity and

	completeness.
External approvals	The Technical Authority will note whether or not the ethics review board approves.

## 2.5. Reporting Requirements

The Contractor will provide quarterly progress reports to the Technical Authority, as specified in Task 1.2, above. The reports will document the progress of the CIS to date, plan for the next quarter, updates on data collection, contacts and presentations made, minutes of any meetings held during the last quarter, methodological problems encountered, and response and feedback from data collection sites.

## 2.6. Project Management Control Procedures

### Meetings

To ensure optimal project management, the Contractor must be available for a minimum of four in-person meetings in Ottawa, spanning the duration of the contract, in addition to meetings as necessary with the CMS-WG, and in addition to participation in conference calls at the request of the Technical Authority. The Technical Authority will inform the Contractor at least two weeks ahead of planned meetings.

The Technical Authority will monitor and control the work through evaluation of the progress reports and through telemeetings as necessary to discuss and resolve any issues that arise in the course of the work that might affect the Contractor's ability to perform the work. To ensure the deliverables will be brought in on time, on budget and with acceptable quality, the Technical Authority will review the plans and progress, as specified in the Statement of Work. This review will be conducted in a timely manner and any concerns will be clearly expressed to the Contractor in writing.

## 3. ADDITIONAL INFORMATION

### 3.1. Canada's Obligations

Canada will provide to the Contractor:

- access to a staff member who will be available to coordinate timely responses to Contractor's questions
- comments on draft reports, plans within twenty (20) working days
- other assistance or support.

### 3.2. Contractor's Obligations

- Unless otherwise specified, the Contractor must use his/her own equipment and software for the performance of this Statement of Work.
- Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and must 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 Technical Authority.
- The Contractor must 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 must remain within the custody and

control of the Contractor until such time as the Technical Authority provides instructions for its delivery. During this period of time, the Contractor must take reasonable and proper care of the equipment/furnishings.

### **3.3. Location of Work, Work Site and Delivery Point**

The majority of the work is expected to be completed at the Contractor's facilities. Data collection from child protection workers will be conducted in various locations across Canada, as determined by the sampling plan, described above. Due to existing workload and deadlines, all personnel assigned to any contract resulting from this Request for Proposals (RFP) must be ready to work in close and frequent contact with the Technical Authority and other departmental personnel.

### **3.4. Language of Work**

Reports, plans, and other deliverables must be submitted in English or French, unless otherwise specified above in Section 2.1. As noted in Section 2.1, training of and interaction with child protection workers and other agency staff must be in the official language of their choice. The Contractor's team will have the ability to communicate with program staff, associations, participating child welfare agencies and representatives of other levels of government in both official languages.

### **3.5. Privacy and Other Special Requirements**

This requirement involves data collection and the data to be collected include Personal Information as specified in the Privacy Act. During the course of this contract the personal information must be collected, handled, stored, and transmitted in a manner appropriate for information that is classified "Protected B."

In advance of CIS-2018 data collection, the Contractor will provide each participating child protection worker a letter containing the following points:

- the purpose of CIS-2018, and of the information they will provide; and
- that any personal information they are requested to provide is being collected on behalf of the Public Health Agency of Canada.

Use, retention and disposal

On expiry or termination of the contract, the Contractor will return to the Technical Authority all information and documentation provided to or collected by the Contractor in relation to this contract. This includes all questionnaires and other documents used in undertaking the required work.

This requirement does not include a public opinion survey.

### **3.6. Travel and Living**

Travel and Living expenses are considered in the Contract. Travel to child welfare agencies and travel to meetings with the Technical Authority will be required in this Contract. Exact date(s) and locations will be determined by the Departmental Representative upon award of contract, in keeping with the Treasury Board Travel Directive.

Payment for travel and living expenses must be made in accordance to the terms of payment and the National Joint Council Travel Directive.

## **4. PROJECT SCHEDULE**

### **4.1. Schedule and Estimated Level of Effort**

Work Breakdown Structure - Milestones

Note that numbers in the “deliverables” column correspond to deliverable numbers in the Statement of Work.

Milestone No.	Deliverables	Delivery date
1	1.1 Comprehensive work plan; 6.1 Plan to approach provincial/territorial and other authorities to request data sharing	February 28, 2017 Q4 16/17
2	3.1 Copies of all REB applications submitted to Technical Authority; 1.2 Quarterly progress report; 6.2 List of child welfare agencies operating in Canada in 2017; 6.5 List of changes expected in child welfare agencies in 2018	June 30, 2017 Q1 17/18
3	4.1 Reliability test-retest plan; 1.2 Quarterly progress report	September 30, 2017 Q2 17/18
4	3.2 Approval letter(s) received from ethics review committee(s); 1.2 Quarterly progress report	December 20, 2017 Q3 17/18
5	4.2 Report of results on test-retest reliability testing; 4.3 Final version of the tested instrument, for approval; 5.1 Training Plan; 5.2 Training materials including manuals and guidebooks; 1.2 Quarterly progress report	March 25, 2018 Q4 17/18
6	2.1 Estimate of number of paper forms needed; 6.3 Confirmation from Statistics Canada RE receipt of sampling information; 1.2 Quarterly progress report	April 30, 2018 Q1 18/19
7	6.4 Excel file with information about child welfare agencies for who administrative data cannot be accessed; 8.1 List of child welfare agencies requesting subsampling; 9.1 Quality control plan; 1.2 Quarterly progress report	August 31, 2018 Q2 18/19
8	1.2 Quarterly progress report	October 31, 2018 Q3 18/19
9	10.1 Preliminary version of raw data file; 1.2 Quarterly progress report	February 28, 2019 Q4 18/19
10	10.2 Total count of paper forms; 10.3 Estimate of data entry completion date; 10.4 Records of every selected case's disposition; 1.2 Quarterly progress report; 13.1 Report on CIS methodology	April 30, 2019 Q1 19/20
11	5.3 Final report of training sessions at all child welfare agencies; 14.1 Report on state of child welfare.	June 30, 2019 Q1 19/20
12	11.1 Completed paper forms; 11.2 Cleaned database including derived variables; 12.1 Data dictionary; 12.2 Data report; 1.2 Quarterly progress report	September 30, 2019 Q2 19/20
13	7.1 Confirmation of delivery of information (for post-stratification) to Statistics Canada ; 1.2 Quarterly progress report; 15.1 Major findings report chapters	December 31, 2019 Q3 19/20
14	16.1 Process evaluation report; 7.1 Quarterly progress report	March 15, 2020 Q4 19/20

**5. APPLICABLE DOCUMENTS AND GLOSSARY**

**5.1. Applicable Documents**

N/A

**5.2. Relevant Terms, Acronyms and Glossaries**

Terms, acronyms, and technical wording are defined above upon first use.



## ANNEX B – BASIS OF PAYMENT

### 1. BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment detailed below, to a ceiling price of \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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.

### 2. PRICE BREAKDOWN

#### 2.1. MILESTONES

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

**Interim Schedule of Milestones, Deliverables and Payments.** Schedule to be revised and finalised after contract award and initial meetings with the contractor. The revision and finalisation of the schedule of milestones shall not result in any increase in the total liability of Canada or in the price of Work.

Milestone Number	Deliverables	Delivery date	Price Breakdown	Firm Amount CAD \$
1	1.1 Comprehensive work plan; 6.1 Plan to approach provincial/territorial and other authorities to request data sharing	February 28, 2017 Q4 16/17		\$( <i>input pricing from winning Bidder's financial bid</i> )
2	3.1 Copies of all REB applications submitted to Technical Authority; 1.2 Quarterly progress report; 6.2 List of child welfare agencies operating in Canada in 2017; 6.5 List of changes expected in child welfare agencies in	June 30, 2017 Q1 17/18		\$( <i>input pricing from winning Bidder's</i>

	2018			<i>financial bid)</i>
3	4.1 Reliability test-retest plan; 1.2 Quarterly progress report	September 30, 2017 Q2 17/18		<i>\$(input pricing from winning Bidder's financial bid)</i>
4	3.2 Approval letter(s) received from ethics review committee(s); 1.2 Quarterly progress report	December 20, 2017 Q3 17/18		<i>\$(input pricing from winning Bidder's financial bid)</i>
5	4.2 Report of results on test-retest reliability testing; 4.3 Final version of the tested instrument, for approval; 5.1 Training Plan; 5.2 Training materials including manuals and guidebooks; 1.2 Quarterly progress report	March 25, 2018 Q4 17/18		<i>\$(input pricing from winning Bidder's financial bid)</i>
6	2.1 Estimate of number of paper forms needed; 6.3 Confirmation from Statistics Canada RE receipt of sampling information; 1.2 Quarterly progress report	April 30, 2018 Q1 18/19		<i>\$(input pricing from winning Bidder's financial bid)</i>
7	6.4 Excel file with information about child welfare agencies for who administrative data cannot be accessed; 8.1 List of child welfare agencies requesting subsampling; 9.1 Quality control plan; 1.2 Quarterly progress report	August 31, 2018 Q2 18/19		<i>\$(input pricing from winning Bidder's financial bid)</i>
8	1.2 Quarterly progress report	October 31, 2018 Q3 18/19		<i>\$(input pricing from</i>

				<i>winning Bidder's financial bid)</i>
9	10.1 Preliminary version of raw data file; 1.2 Quarterly progress report	February 28, 2019 Q4 18/19		<i>\$(input pricing from winning Bidder's financial bid)</i>
10	10.2 Total count of paper forms; 10.3 Estimate of data entry completion date; 10.4 Records of every selected case's disposition; 1.2 Quarterly progress report; 13.1 Report on CIS methodology	April 30, 2019 Q1 19/20		<i>\$(input pricing from winning Bidder's financial bid)</i>
11	5.3 Final report of training sessions at all child welfare agencies; 14.1 Report on state of child welfare.	June 30, 2019 Q1 19/20		<i>\$(input pricing from winning Bidder's financial bid)</i>
12	11.1 Completed paper forms; 11.2 Cleaned database including derived variables; 12.1 Data dictionary; 12.2 Data report; 1.2 Quarterly progress report	September 30, 2019 Q2 19/20		<i>\$(input pricing from winning Bidder's financial bid)</i>
13	7.1 Confirmation of delivery of information (for post-stratification) to Statistics Canada ; 1.2 Quarterly progress report; 15.1 Major findings report chapters	December 31, 2019 Q3 19/20		<i>\$(input pricing from winning Bidder's financial bid)</i>
14	16.1 Process evaluation report; 7.1	March 15,		<i>\$(input</i>

	Quarterly progress report	2020 Q4 19/20		<i>pricing from winning Bidder's financial bid)</i>
<b>Subtotal</b> (excluding GST/HST)				\$
<b>Estimated applicable taxes</b>				\$
<b>TOTAL</b>				\$

## 2.2. Travel and Living Expenses

Subject to the prior written authorization by Canada, travel and living expenses incurred in the performance of the Work will be reimbursed, with no allowance for overhead or profit, within the limits permitted by the current National Joint Council Travel Directive (see Appendix 1, Resulting Contract Clauses – Terms of Payment, clause TP4).

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

Estimate travel and living expenses (inclusive of GST/HST) not to exceed \$\_\_\_\_\_

ANNEX C – 1. SECURITY REQUIREMENTS CHECKLIST (SRCL)


 Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat  
**1000184730**  
 Security Classification / Classification de sécurité  
*UNCLASSIFIED*

SEP 21 2016

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Public Health Agency of Canada (PHAC)		Centre for Chronic Disease Prevention (CCDP)	
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			
PHAC requires a team of researchers to conduct the Canadian Incidence Study of Reported Child Abuse and Neglect (CIS) 2018 cycle. In CIS-2018 data about children who are the subjects of child protection investigations will be collected from child protection workers across Canada. The data collected will include personal information about the children (e.g., their names), about their caregivers and co-resident family members, and about the child protection workers themselves. The data will be collected electronically but using paper data collection forms where necessary (e.g., in remote locations). The team will collect and process this PROTECTED B-level data on behalf of PHAC.			
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of Information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
*UNCLASSIFIED*





Contract Number / Numéro du contrat <b>100144730</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**PARTIE A - MATÉRIEL / PARTIE A - MATÉRIEL**

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

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

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

**PARTIE B - PERSONNEL (FOURNISSEUR) / PARTIE B - PERSONNEL (FOURNISSEUR)**

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

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

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Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>
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Contract Number / Numéro du contrat 1001 84730
Security Classification / Classification de sécurité U-Confidential

**PART C - Attachments / PARTIE C - Annexes**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRICTIONNÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	Protected / Protégé			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / renseignements / biens		✓														
IT Assets / Support IT / IT Lites / biens électroniques		✓														

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

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

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Security Classification / Classification de sécurité U-Confidential
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## Privacy Articles in the Performance of the Work

### Interpretation

In the Contract, unless the context otherwise requires,

"Personal Information" means information about an identifiable individual, as defined in section 3 of the *Privacy Act*, R.S. 1985, c. P-21;

"Record" means any documentary material, regardless of medium or form containing Personal Information.

The Contractor agrees to abide by the following articles in relation to privacy in the performance of the Work and to impose these articles, or articles no less favourable to Canada, upon any subcontractor engaged to perform the Work, or any portion of the Work, where Personal Information or Records will be created, collected, received, accessed, used, retained, disposed of or otherwise managed by the subcontractor.

### Personal Information and Records

To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records and that Health Canada has control of the Records for purposes of the *Access to Information Act*, *Privacy Act* and other applicable laws. On request, the Contractor must make all the Personal Information and Records available to the Technical Authority immediately in a format acceptable to the Technical Authority.

### Collection of Personal Information

The Contractor must only collect Personal Information that is required to perform the Work. Except in cases where the Technical Authority provides testimonials to the Contractor, the Contractor must collect the Personal Information from the individual to whom it relates.

The Technical Authority will provide a privacy notice that must be provided to model and/or medical image provider and a Consent and Release that must be used when collecting Personal Information. The Contractor must not make any changes to the privacy notice or the Consent and Release unless the Technical Authority first approves the change in writing.

At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the use and disclosure of his or her Personal Information, the Contractor must ask the Technical Authority for instructions.

### Use and Disclosure of Personal Information and Records

The Contractor agrees to create, use and disclose the Personal Information and the Records only to perform the Work in accordance with the Contract.



The Contractor must treat the Personal Information and Records as confidential at all times in the performance of the Work. The Contractor must restrict access to the Personal Information and Records to ensure that only authorized individuals who require access to perform the Work are provided access.

### **Legal Requirement to Disclose Personal Information**

Wherever legally possible, before disclosing any Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body or other authority with jurisdiction, the Contractor must immediately notify the Technical Authority, in order to provide the Technical Authority with an opportunity to participate in any relevant proceedings.

### **Location of Personal Information and Records**

The Contractor agrees that all Personal Information and Records must be located in Canada and must be managed, accessed, controlled and recorded in Canada unless the Technical Authority otherwise consents in writing in advance. The Personal Information and Records must be segregated physically and logically from the Contractor's own information and Records.

### **Safeguarding Personal Information and Records**

The Contractor must safeguard Personal Information and Records at all times in the performance of the Work by implementing administrative, physical and technical security measures that are reasonable to preserve the confidentiality, security and integrity of the Personal Information and Records. These measures must satisfy all requirements described in this Contract and the Statement of Work including compliance with any applicable privacy laws and any relevant Government of Canada directives, standards, guidelines, protocols and policies. These measures must also comply with industry best practice.

The Contractor must immediately notify the Technical Authority where it has reasonable grounds to believe that there has been a loss, theft or unauthorized access, use, disclosure, copying, modification or destruction of Personal Information or Records, or an incident that may jeopardize the security or integrity of Personal Information and Records. In the event of such an occurrence, the Contractor must immediately take all reasonable steps to resolve the problem and prevent its recurrence. The Technical Authority may direct the Contractor to take specified steps to resolve and prevent a recurrence.

### **Disposal and Return of Personal Information and Records**

The Contractor must not dispose of any Personal Information or Record, except as instructed by the Technical Authority or as described in the Contract. On request by the Technical Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return any remaining Records (including all copies) to the Technical Authority.

### **Audit**

The Technical Authority may audit the Contractor's compliance with these privacy articles at any time. If requested, the Contractor must provide the Technical Authority with access to its premises or that of a subcontractor and to the Personal Information and Records at all reasonable

times. If the Technical Authority identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

### **Statutory Obligations**

The Contractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's *Privacy Act*, *Access to Information Act*, R.S. 1985, c. A-1, and *Library and Archives of Canada Act*, S.C. 2004, c. 11. The Contractor agrees to comply with the requirements herein and any other requirement established by Canada that is reasonably required to ensure that Canada meets its obligations under these laws and any other applicable law.

The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it may have under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Technical Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes derogates from, prevents compliance with or conflicts with the Contract.

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date