



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government**  
**Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**189 Prince William St Rm 405**  
**189, rue Prince William, pièce 405**  
**Saint-John, NB E2L 2B9**  
**Bid Fax: (506) 636-4376**

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government**  
**Services Canada**

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

**Proposition aux: Travaux Publics et Services**  
**Gouvernementaux Canada**

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

### Comments - Commentaires

All enquiries are to be submitted in writing to the Contracting Officer, Janine Donovan: Email - janine.donovan@pwgsc.gc.ca or Fax No. (506) 636-4376.

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

**Issuing Office - Bureau de distribution**  
Saint John, NB (STJ)  
189 Prince William St., Rm 405  
189, rue Prince William, Pc 405  
St. John, NB E2L 2B9

<b>Title - Sujet</b> Medical Consultant Svcs. (Hamilton)	
<b>Solicitation No. - N° de l'invitation</b> 51019-164017/A	<b>Date</b> 2017-01-17
<b>Client Reference No. - N° de référence du client</b> 51019-164017	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$STJ-002-4078	
<b>File No. - N° de dossier</b> STJ-6-39165 (002)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-02-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Donovan (STJ), Janine E.	<b>Buyer Id - Id de l'acheteur</b> stj002
<b>Telephone No. - N° de téléphone</b> (506) 636-5347 ( )	<b>FAX No. - N° de FAX</b> (506) 636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF VETERANS AFFAIRS HAMILTON FIELD OFFICE HAMILTON Ontario Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**Medical Consultant –Veterans Affairs Canada (VAC)  
Hamilton, Ontario**

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**List of Annexes:**

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Insurance Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Technical Evaluation Criteria, Insurance Requirements, Federal Contractors Program for Employment Equity – Certification and Security Requirements Checklist

### 1.2 Summary

- (i) The Contractor must provide Medical Consultation Services on behalf of Veterans Affairs Canada (VAC) in Hamilton, Ontario.
- (ii) The period of the contract from April 1, 2017, or date of award, to March 31, 2018, with two (2) options periods of one (1) year each.
- (iii) "There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website".
- (iv) as per the Integrity Provisions under section 01 of *Standard Instructions 2003 and 2004*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the *Supply Manual* for additional information on the Integrity Provisions.
- (v) "For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of the *bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants."

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- (vi) The requirement is not subject to any trade agreements.
- (vii) The requirement is limited to Canadian goods and/or services.
- (viii) The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled *Federal Contractors Program for Employment Equity - Certification.*

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

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

Delete: 60 days  
Insert: 120 days

### **2.2 Submission of Bids**

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

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

### **2.3 Former Public Servant – A3025T (2014-06-26)**

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

#### **Definitions**

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the 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.

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

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

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

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

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

#### **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.

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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.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 hard copy)

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

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

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

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

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

#### **Section I: Technical Bid**

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## **PART 4 – EVALUTION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Mandatory technical evaluation criteria are included in Annex C.

#### **1.2 Financial Evaluation**

The evaluated price will be based on the average of the hourly rate for the contract period and each option year (See Annex B – Basis of Payment)

### **2. Basis of Selection**

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

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Precedent to Contract Award**

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

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

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.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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### 5.1.3 Additional Certifications Precedent to Contract Award

#### 5.1.3.1 Canadian Content Certification – A3055T (2010-01-11)

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**5.1.3.1.1** SACC *Manual* clause A3050T (2014-11-27) Canadian Content Definition.

#### 5.1.3.2 Education and Experience – A3010T (2010-08-16)

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### 5.1.3.3 Status and Availability of Resources – A3005T (2010-08-16)

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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#### **5.1.3.4 Personnel**

A statement must be signed by the individual(s) proposed in the bid stating that they are aware his/her name(s) is being submitted by the bidder, to provide the stated services.

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## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements – G1007T (2011-05-16)**

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

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

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2010B (2016-04-04), Professional Services (Medium Complexity), apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

4008 (2008-12-12) Personal Information, apply to and form part of the Contract.

### 7.3 Security Requirements

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/**PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex F;
  - (b) Industrial Security Manual (Latest Edition).

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## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The period of the Contract is from April 1, 2017, or date of award, to March 31, 2018.

### **7.4.2 Option to Extend the Contract**

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

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

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Janine Donovan  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 189 Prince William Street, Room 405  
Saint John, New Brunswick  
E2L 2B9

Telephone: 506-636-5347  
Facsimile: 506-636-4376  
E-mail address: janine.donovan@pwgsc.gc.ca

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

### **7.5.2 Project Authority**

The Project Authority for the Contract is:

**This information will be made available upon contract award.**

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

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_



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Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative (Bidders please complete)

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

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Payment

#### 7.7.1 Basis of Payment

Basis of payment is in accordance with Annex "B".

#### 7.7.2 Limitation of Expenditure

##### 7.7.2.1 Basis of Payment - Limitation of Expenditure – C0206C (2013-04-25)

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 in Annex "B", to a limitation of expenditure of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

##### 7.7.2.2 Limitation of Expenditure – C6001C (2014-04-25)

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or

paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75 percent committed, or

b. four (4) months before the contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

#### **7.7.3 Time Verification - C0711C (2008-05-12)**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### **7.7.4. SACC MANUAL CLAUSES**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
H1008C	Monthly Payment	(2008-05-12)
A9117C	T1204 – Direct Request by Customer Department	(2007-11-30)

#### **7.8 Invoicing Instructions – H5001C (2008-12-12)**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed. VAC will provide time sheets to the Contractor(s). These time sheets must be used.;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:

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The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

3. The original invoice must be forwarded to the following e-mail address only:  
[Health.Professionals@vac-acc.gc.ca](mailto:Health.Professionals@vac-acc.gc.ca)

## **7.9 Certifications**

### **7.9.1 Compliance**

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

### **7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

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

### **7.9.3 SACC Manual Clauses**

#### **SACC MANUAL CLAUSES**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A3060C	Canadian Content Certification	(2008-05-12)

## **7.10 Applicable Laws**

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

## **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008 Personal Information (2008-12-12);
- (c) the general conditions 2010B (2016-04-04);
- (d) Annex A, Statement of Work;
- (e) Annex B Basis of Payment;
- (f) Annex F Security Requirements Check List;
- (g) Annex E, Federal Contractors Program for Employment Equity - Certification ;
- (h) Annex D, Insurance Requirements ;

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(i) the Contractor's bid dated \_\_\_\_\_, as amended on \_\_\_\_\_"

#### 7.12 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 7.13 SACC MANUAL CLAUSES

SACC Reference	Title	Date
A9068C	Government Site Regulations	2011-01-11

#### 7.14 Specific Persons

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Medical Consultant –Veterans Affairs Canada (VAC) Sydney Area Office**

##### **1.0 Background**

Veterans Affairs Canada (VAC) administers a number of health and social benefits and programs for clients. VAC's clients are: Members of the Canadian Forces and Merchant Navy Veterans who served in the First World War, the Second World War or the Korean War, certain civilians who are entitled to benefits because of their wartime service, former members of the Canadian Forces (including those who served in Special Duty Areas) and the Royal Canadian Mounted Police, survivors and dependants of military and civilian personnel.

Medical Consultants at VAC are responsible for providing expert medical assessments concerning Disability Pensions and Awards, consultation services, expert medical advice on interdisciplinary planning of health services for clients and liaising with attending health care professionals. These services are provided in the context of the program and legislative framework governing VAC programs (Pension Act, Canadian Forces members and Veterans Re-establishments and Compensation Act, and related Regulations and Policies).

Further information on Veterans Affairs Programs and services can be found at [www.vac-acc.gc.ca](http://www.vac-acc.gc.ca)

##### **2.0 Objective**

The Proposed physician(s) must provide medical consultation services on behalf of VAC for the Hamilton Area Office, in accordance with the terms and conditions set out in this document.

##### **3.0 Language Requirements**

The Proposed physician(s) must have the ability to read, write and conduct pension medical examinations in English.

##### **4.0 Deliverables**

###### **Pension Medical Examinations**

The Proposed physician(s) is required to conduct Pension Medical Examinations (PMEs) for VAC. PMEs will be conducted in an examination room at the designated VAC office. PMEs can be for New Entitlements or Re- assessments.

Performance requirements include:

- Medical interview and examination of Veterans with disabling medical conditions;
- Communicate the result of the PMEs findings in a format specified by VAC that facilitates the assessment of the Disability Award benefit or Disability Pension benefit under the VAC Table of Disabilities and Entitlement Eligibility Guidelines;
- Determine and review medical investigations and specialized referrals required for the assessment of VAC disability benefits and health care benefits and services.

It is VAC's expectation that examinations for clients with one pension/awarded conditions would take up to 1 hour to complete and examinations for clients with additional pension/awarded conditions would take approximately ½ hour more to complete for each additional pensioned/awarded condition (this includes review time and times to complete required forms).

The Proposed physician(s) will be required to provide his/her medical opinion on forms provided to him/her by VAC. Handwritten forms must be legible. The proposed physician(s) may be required to enter opinion/recommendations into an electronic system (such as the Client Service Delivery Network).

Examinations must be made within thirty (30) days of initial request for appointment.

If the Proposed physician(s) has concerns regarding a VAC client's care, they are to contact the client's VAC Client Service Team Manager or their VAC contract Authority.

In the event of a cancellation/postponement or no show, the Proposed physician(s) will perform other medical Consultant.

### **Medical Consultation Services**

The Proposed physician(s) will provide medical consultation services and interdisciplinary planning of health services for clients. The Proposed physician(s) will consult / liaise with VAC staff, clients, family physicians, specialists, and other health and medically related organizations and facilities as required.

Performance requirements include:

- Review medical documentation and client information in order to provide medical opinions and/or recommendations regarding the adjudication of VAC health care benefits and services, including establishing the relationship of various health care benefits and services to entitled conditions. Opinions and recommendations are typically entered in VAC database system (Client Service Delivery Network (CSDN)).
- Provide client case consultation services to internal stakeholders individually or as a member of the Health Care Team and/or Interdisciplinary Client Service Team within the Area Office;
- Facilitate an effective working relationship between VAC and the client's primary care physician and/or specialists. Obtain client medical information from these physicians, and discuss VAC concerns regarding client care and the advancement of client rehabilitation plans from a medical standpoint;
- Provide medical advice, guidance and information to VAC staff, other government departments, non government offices and the private sector individuals/businesses;
- Provide information and make recommendations on applications for departmental contract beds, where applicable;
- Liaise with internal and external stakeholders and keep abreast of evolving medical knowledge and changes to federal, provincial, municipal and VAC health services;
- Research current medical information, client case histories, VAC programs and VAC policy governing disability benefit programs and health care benefits and services; and
- Attend/Participate in all scheduled Interdisciplinary Client Service Team meetings.

- Attend/Participate in other scheduled teleconferences as required.

#### **As and When Requested services:**

- Provide information on the application of VAC policy on health care matters;
- Provide In-Service training and education to VAC staff on health care matters relating to VAC client base needs; and
- Attend face to face meetings.

#### **5.0 Training**

Training requirements are as follows:

- VAC will provide training on the Disability Pension and Disability Awards Programs; and
- VAC will provide training on its Legislation and Programs as required.

#### **6.0 Volume of Work**

##### **6.1 Scheduled Services:**

Proposed physician(s) will receive an estimated schedule of work. The scheduled time cannot be exceeded without approval by the Project Authority. For scheduling purposes, the work is to be performed during the normal business hours of the office where the work is to be performed. Services are to be provided Monday to Friday inclusive, exclusive of statutory holidays.

The estimated number of hours/days of scheduled service is two days a week. The Project Authority reserves the option to amend the schedule.

##### **6.2 Un-scheduled Services**

The Project Authority, or designate, may pre-authorize additional days per contract year to meet changing demands in workload.

#### **7.0 Location of Work**

The services are to be carried out at VAC Hamilton Area Office.

#### **8.0 Travel**

There may be a requirement for occasional travel. Travel must be pre-authorized by the Project Authority. Travel related costs to and from the Area Office are the Proposed physician(s)' responsibilities.

#### **9.0 Additional Terms & Conditions**

For the purpose of this contract, personal health information will be referred to as personal information as defined in Section 3(b) of the *Privacy Act*.

## 9.1 Handling of Personal Information

The Contractor acknowledges that Veterans Affairs Canada is bound by the *Privacy Act* with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the contract, and must not collect, use, copy, disclose, dispose of or destroy such personal information except in accordance with the *Privacy Act* and the delivery provisions of the contract.

All personal information is under the control of Veterans Affairs Canada, and the Contractor has no right in or to that information. The Contractor must deliver to the project authority all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the contract, within 30 days of the completion or termination of the contract, or at such earlier time as the project authority may request. Upon delivery of the personal information to the project authority, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

## 9.2 On-line Submission of Health Information

Contractor may be required to transmit health information on-line over the Internet through Benefits and Health Services On-Line (BHSOL). When the Contractor is required to transmit Veterans Affairs Canada client health information on-line via the Internet, the Contractor will ensure that such Internet transmission is through a web-browser having its Security lock mechanism engaged.

## 9.3 Ownership and Control

All information (personal or otherwise) which is used, processed, handled, stored, and recorded by the Contractor for the purposes of fulfilling the requirements of the Contract, regardless of the format, medium, and physical characteristics, remains under the ownership and control of VAC. All applicable Federal legislations apply under all circumstances, even when such information is in the sole custody of the Contractor.

In accepting this contract, the Contractor acknowledges that VAC maintains ownership and control over all personal information and any other information that is collected, created, captured, received, used, processed, handled, stored, and recorded by the Contractor when fulfilling the requirements outlined in the Contract.

Upon delivery of the final requirements of the contract, the Contractor will ensure that all information referenced above is returned to the Project Authority.

## 9.4 Disclosure of Personal Information

Information in the custody of the Contractor shall not be disclosed or transferred to a third party, except in accordance with specifics of the Contract, without the written permission of the Department to which the information belongs.

If the Contractor receives any request for disclosure of personal information for a purpose not authorized under the contract, or if it becomes aware that disclosure may be required by law, the Contractor shall immediately notify the Project Authority about the request or demand for disclosure and shall not disclose the information without the written permission of the Department to which the information belongs.

Information from any one (1) specific Department shall not be shared with any of the other Departments unless authorized by the specific Department to which the information belongs.



## 9.5 Requests for Information

Should the Contractor receive a request for information from a third party, relating to information in their custody for the purposes of this contract, the Contractor will advise the Project Authority. Following consultation with the VAC Access to Information and Privacy Coordinator, the Project Authority will provide the Contractor with guidance and direction on handling the request.

## 9.6 Notification of Non-Compliance or Breach of Privacy and Security

The Contractor shall notify, in writing, the Project Authority, Veterans Affairs Canada and the Contracting Authority immediately of any reason it does not comply with the Privacy and Security provisions of the Contract in any respect. The Contractor shall promptly notify the Project Authority of the particulars of the non-compliance and what steps it proposes to take to address, or prevent recurrence of the non-compliance.

The Contractor shall notify the Project Authority immediately when it becomes aware of, an occurrence of breach of privacy or of the security requirements of the Contract. This includes but is not limited to:

- a) unauthorized access to or modification of the personal information in its custody
- b) unauthorized use of the personal information in its custody
- c) unauthorized disclosure of the personal information in its custody
- d) A breach of privacy or security with respect to personal information in its custody or with respect to any computer system in its custody and that may be used to access personal information.

The Contractor shall work with the Departments to achieve resolution and compliance with Government of Canada privacy and security requirements.

## 9.7 Collection of Personal Information

Personal information collected about clients by the Contractor for the provision of services covered by the contract shall be collected in accordance with the following requirements.

1. Authorized in legislation and confirmed that it has been so authorized by the Project Authority.
2. The Contractor(s) shall notify individuals from whom it collects personal information.
  - (a) of the purpose for collecting it
  - (b) of any statutory authority for the collection
  - (c) whether the response is voluntary or required by law;
  - (d) of any possible consequences of refusing to respond;
  - (e) of the individuals right of access to and correction of the information;
  - (f) of the number of personal information banks in which the personal information will be retained; and
  - (g) the right to complain to the Office of the Privacy Commissioner.
3. Limited to that which is required for the administration of services and benefits necessary for the Contractor(s) to comply with the contract (there shall be a demonstrable need for each piece of personal information collected:
4. Unless otherwise directed in writing, information is to be collected directly from the individual to whom the information relates; and
5. If information is collected from a third party, it is to be collected with the clients consent or with an appropriate legislative authority authorizing collection.

The Contractor(s) shall agree to work with the Project Authority to determine the personal information elements that will be collected to fulfill the requirements of the contract, and to develop the notification statement that will be used when collecting personal information from clients.

Note: The Project Authority will review and approve all forms that the Contractor proposes to use in

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support of the collection of information. After initial approval, if changes or amendments are made by the Contractor, during the life of the contract, the forms shall be re-approved by the Project Authority.

The Contractors' employees shall effectively identify themselves to the individuals from whom they are collecting personal information and provide individuals with a means to verify that they are actually working on behalf of the Project Authority and authorized to collect the information.

#### **9.8 Use of Personal Information**

Unless otherwise directed in writing, the Contractor shall use all personal information solely for the purpose(s) for which it was provided, as determined by the Department to which the information belongs and in accordance with the requirements of the Contract. Any secondary use of such information, including research, shall be approved by each of the Departments.

#### **9.9 Disclosure of Personal Information**

Information in the custody of the Contractor shall not be disclosed or transferred to a third party, except in accordance with specifics of the Contract, without the written permission of the Department to which the information belongs.

#### **9.10 Non-Disclosure of Confidential Information**

All information, whether technical, financial or otherwise, including without limitation all secret or confidential information belonging to Veterans Affairs Canada, in whatever forms, which are derived from discussions and examples during this contract, shall be referred to in this Statement as "Confidential Information".

Confidential Information is a valuable, special and unique asset belonging to Veterans Affairs Canada. The Contractor agrees they will not disclose Confidential Information belonging to VAC to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever.

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### **Annex "B"** **BASIS OF PAYMENT**

In consideration of the work satisfactorily completed under this Contract, including time spent while in orientation or training, the Contractor will be paid in accordance with the firm hourly rates outlined below.

Prices must be submitted for the contract year and each option year. Pricing includes all salary and benefits, travel costs not otherwise provided by VAC, replacement costs and other expenses due to the fulfilment of the Contract. They are firm for the duration of the Contract and any option periods.

Period	Firm All Inclusive Hourly Rate (Applicable Taxes Extra)
Contract Year 1	
Option Year 1	
Option Year 2	

#### **Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C, and D of the Treasury Board Travel Directive

([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp)), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

Travel from home to and from the Field Office is not an authorized travel expense.

All payments are subject to government audit.

Estimated Cost: **\$2,000.00** per contract year for 3 years

## Annex "C"

### EVALUATION CRITERIA

Any proposal which fails to meet the following mandatory requirements below will be deemed non-responsive and will receive no further consideration.

**ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE.**

<b><u>The contractor shall:</u></b>		<b>PAGE #</b>
1	a) The proposed Doctor must possess a Degree from a recognized school of medicine; or, b) if the degree is from outside Canada, the bidder is responsible for having the Canadian equivalency of the degree evaluated by a recognized third party. The list of recognized organizations can be found under the Canadian Information Centre for International Credential website at " <a href="http://cicic.ca">http://cicic.ca</a> (Proof of education should be submitted with the bid. Proof of education may include, but is not limited to a photocopy of the degree, original or photocopy of transcript.)	
2	The proposed Doctor must possess a valid license to practice medicine in the province of practice. (A copy must be provided with the bid).	
3	The proposed Doctor must have (1) year clinical experience in the examination and management of patients experiencing at least two (2) of the five (5) following conditions within the last five (5) years. <ul style="list-style-type: none"><li>• Musculoskeletal problems</li><li>• Mental health problems</li><li>• Complex/multiple medical problems</li><li>• Geriatric health problems</li><li>• Chronic pain</li></ul>	
4	The proposed Doctor must have at least two (2) years of experience working with health and non-health professionals in the delivery of health care services for clients in the past five (5) years.	
5	The proposed Doctor must have one (1) year experience providing health care for at least two (2) of the following groups of people in the past five (5) years: <ul style="list-style-type: none"><li>• Senior Citizens</li><li>• Veterans</li><li>• Canadian Forces</li><li>• RCMP clients</li></ul>	

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6.	The proposed Doctor must have three (3) years of experience within the last five (5) years, conducting Veterans Affairs Canada's Pension Medical Examinations.	

## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **1. Commercial General Liability Insurance**

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

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

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- 
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

**2. Medical Malpractice Liability Insurance – G2004C (2008-05-12)**

- 1. The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- 2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.

Solicitation No. - N° de l'invitation  
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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
stj002

Client Ref. No. - N° de réf. du client  
51019-164017

File No. - N° du dossier  
STJ-6-39165

CCC No./N° CCC - FMS No./N° VME

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3. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**3. Automobile Liability Insurance – G2020C (2014-03-01)**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement



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## ANNEX "E" to PART 5 - BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand 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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – 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 ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-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 ESDC-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 annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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Buyer ID - Id de l'acheteur  
stj002

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51019-164017

File No. - N° du dossier  
STJ-6-39165

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "F"**

### **SECURITY REQUIREMENTS CHECK LIST**



Government  
of Canada

Gouvernement  
du Canada

RECEIVED

DEC 15 2016

Contract Number/Numéro du contrat

51019-16-4017

Security Classification/Classification de sécurité

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

PART A - CONTRACT INFORMATION/PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization/ Ministère ou organisme gouvernemental d'origine <b>Veterans Affairs Canada</b>		2. Branch or Directorate/Direction générale ou Direction <b>Service Delivery/Health Professionals</b>	
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 <b>Physician services for VAC Hamilton Office</b>			
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	
6. Indicate the type of access required/Indiquer le type d'accès requis.			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.))		<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"/>	No release restrictions Aucune restriction relative à la diffusion <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"/>	Restricted to/Limité à : <input type="checkbox"/>	
Specify country(ies)/Préciser le(s) pays :	Specify country(ies)/Préciser le(s) pays :	Specify country(ies)/Préciser le(s) pays :	
7. c) Level of information/Niveau d'information			
PROTECTED A PROTÉGÉ A <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

Canada





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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

☒ No  
Non ☐ Yes  
Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No  
Non ☐ Yes  
Oui

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

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

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

☒ RELIABILITY STATUS  
COTE DE FIABILITÉ

☐ CONFIDENTIAL  
CONFIDENTIEL

☐ SECRET  
SECRET

☐ TOP SECRET  
TRÈS SECRET

☐ TOP SECRET - SIGINT  
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☐ NATO SECRET  
NATO SECRET

☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET

☐ SITE ACCESS  
ACCÈS AUX EMBLEMES

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

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

INFORMATION/ASSETS - RENSEIGNEMENTS/BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No  
Non ☐ Yes  
Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No  
Non ☐ Yes  
Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No  
Non ☐ Yes  
Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No  
Non ☐ Yes  
Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government 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





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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For user completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART/TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada  
Gouvernement du Canada

Contract Number/Numéro du contrat

5109-116-4017

Security Classification/Classification de sécurité

PART D - AUTHORIZATION/PARTIE D - AUTORISATION

13. Organization Project Authority/Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Madeleine LeGros

Title - Titre

Project Officer

Signature

*M. The Gros*

Telephone No. - N° de téléphone

902-626-4998

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Madeleine.LeGros@vac-acc.gc.ca

Date

Nov 23, 2016

14. Organization Security Authority/Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Heather MacInnis

Pers Secur O / Agent secur pers  
VAC / ACC

Signature

*Heather MacInnis*

Telephone No. - N° de téléphone

902-566-7167

Facsimile No. - N° de télécopieur

902-368-0722

E-mail address - Adresse courriel

heather.macinnis@vac-acc.gc.ca

Date

NOV 28 2016

15. Are there additional instruction (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No

☐ Yes

☐ Non

☐ Oui

16. Procurement Officer/Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

17. Contracting Security Authority/Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Maria Mendoza

Title - Titre

Contract Security Officer, Contract Security Division

Signature

*Maria Mendoza*

Telephone No. - N° de téléphone

Maria.Mendoza@pwgsc.gc.ca

Facsimile No. - N° de télécopieur

Tel/Tél - 613-948-1618 / Fax/Télec - 613-954-4171

E-mail address - Adresse courriel

Date

Dec. 22, 2016