



**A.1 ELECTRONIC BID SUBMISSION**

Attention: Robert Merrick  
 Contracting Officer  
 Materiel and Assets  
 Management Division  
 E-mail: robert.merrick@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:

Robert Merrick  
 Contracting Officer  
 Materiel and Assets Management Division  
 Ottawa, Ontario, K1A 0K9

Telephone: 613.941.2071  
 E-mail: robert.merrick@hc-sc.gc.ca

**THIS CONTRACT CONTAINS A  
 SECURITY REQUIREMENT**

<b>A3. TITLE</b> Economic Valuation of Selected Cardiovascular and Respiratory Health Risks	
<b>A4. BID CLOSING DATE</b> March 08, 2017	
<b>A5. SOLICITATION NUMBER</b> 1000183774	<b>A6. ISSUE DATE</b> January 27, 2017
<b>A7. ENQUIRIES</b> All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than seven (7) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
<b>A8. APPLICABLE LAWS</b> In accordance with GI13, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada.	
<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> </ul> </li> </ol>	
<b>A10. BID DELIVERY</b> Bids must be received by no later than 14:00 (2 p.m) on March 8, 2017 (Eastern Standard time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive.	
<b>A11. BID VALIDITY</b> Bids will remain valid for a period of One Hundred and Twenty (120) 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) electronic 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 Canada Will Own Intellectual Property Rights as per Appendix 1.	

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## SECTION I – BID SUBMISSION REQUIREMENTS

### 1.1 REQUIRED INFORMATION

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

- a. comply with all the requirements of the RFP;
- b. meet all the mandatory technical evaluation criteria;
- c. obtain the required minimum overall score for the technical evaluation criteria which are subject to a point rating.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. An evaluation team comprised of representatives of Health 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. Send your e-mail bid to:

[Robert.Merrick@hc-sc.gc.ca](mailto:Robert.Merrick@hc-sc.gc.ca)

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

If the email including attachments is larger than 20mb, please submit your bid in separate emails to not exceed Health Canada's server limitation. **It is the responsibility of the bidder to ensure its bid arrives on time and that includes allowing sufficient time for its e-mail and attached files to pass through Health Canada's firewall.**

Alternatively, if the proposal is **greater than 20mb** then the bid submission can be delivered on a USB stick or CD to the address below and an email shall be sent to the RFP Authority (found on page 1) stating it has been sent by courier. You **must** send an email to the RFP Authority to ensure your bid will be included for this requirement. The RFP Reference Number and the name of the RFP Authority must be marked on all documents, binders and respective envelopes. If you wish to submit hard copies, then your proposal must be structured in the following manner:

- one (1) Covering Letter, signed by an authorized representative of your firm;
- three (3) copies of the Technical Bid;
- one (1) copy of Certifications (Section V) and;
- one (1) copy of the Financial Bid (Section III), contained in a separate sealed envelope. No price or cost information should appear in any other section of the bid.

Failure to provide the Financial Bid in a separate envelope will render a bid non-responsive.

At the following address:

Bid Receiving Unit  
161 Goldenrod Driveway, Tunney's Pasture  
Loading dock of building #18,  
Ottawa, ON, Canada  
K1A 0K9

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

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

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

#### **1.4 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 DIRECT DEPOSIT PAYMENTS**

Health 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.

#### **1.7 SECURITY REQUIREMENTS**

The Bidder must meet the security requirements identified in the Resulting Contract Clauses and Security Requirements Checklist (if applicable) which are included in Appendix 1, Annex C, of this RFP. This security requirement must be met prior to 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 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 150% greater than the lowest price of all qualified 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	\$251,000.00

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

## **2.2 EVALUATION CRITERIA**

The 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.”

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 title and the individual's name are clearly indicated; and
- (iii) the resume clearly demonstrates where, when and how the stated qualifications/experience of the individual were acquired.

Instructions for all sections:

- 1) If projects/experiences are relevant in more than one section, please repeat them.
- 2) Project descriptions should include a brief outline of the project, the date, the name of the client/sponsor and publication information. Descriptions should show how subcontractors were used (i.e. software developers, respondent recruitment companies etc.), what groups of people were involved in the research (i.e. experts, reviewers, graduate students etc.) and how the project is relevant to this project proposal.
- 3) Any projects/experience since 2000 will be considered.

<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 #)
<b>MT1</b>	The project team has experience conducting stated preference research in the field of health or environment. Experience must include examples of project management, survey instrument development, use of focus groups and econometric analysis.		
<b>MT2</b>	The project team includes individuals who have written papers on topics related to non-market valuation, and these papers have been published in peer reviewed academic journals.		
<b>MT3</b>	If personal information is collected it, must be located and only accessible in jurisdictions the laws of which do not override, conflict with, or impede the application of the Canadian Privacy Act, R.S. 1985, c. P-21, the Personal Information Protection and Electronic Documents Act, 2000, c. 5, and Treasury Board Secretariat privacy policy instruments, either expressly or through subsequent application.		



### 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

There is a total of 130 points to be earned through the scoring for point-rated technical criteria R1 to R8. Bids that fail to meet the minimum score of 78 points (or 60%) will be declared non-responsive and no further consideration will be given to the bid.

#	Point-Rated Technical Criteria	Points allocated	Actual Score	Cross-Reference to bid (indicate page #)
<b>RT1</b>	The bidder's technical proposal addresses all project requirements outlined in the SOW and describes how the project team will meet each deliverable. The proposal includes a realistic timeline of activities. The proposal demonstrates understanding of the project requirements.	20		
<b>RT2</b>	The proposal provides sufficient allocation of subject matter experts. Subject matter expert is defined as any member of the project team who by themselves would achieve a score of at least 33% on at least two of the following point-rated criteria (i.e. RT3 thru RT8) as demonstrated by their curriculum vitae or other descriptions in the proposal. <ul style="list-style-type: none"> <li>-5 points for a subject matter expert with a PhD related to health or the environment whose level of effort on the project, as indicated in the proposal, is 10% or greater</li> <li>-5 points for a proposal which indicates the subject matter</li> </ul>	20		

	<p>experts collectively will perform 33% of the work or more</p> <ul style="list-style-type: none"> <li>- 10 points for a proposal which indicates the subject matter experts collectively will perform 50% of the work or more</li> <li>- 15 points for a proposal which indicates the subject matter experts collectively will perform 75% of the work or more</li> </ul>			
<b>RT3</b>	<p>Members of the project team have experience <b>managing</b> stated preference research.</p> <ul style="list-style-type: none"> <li>- 2 points for each study that involves managing stated preference research.</li> </ul>	10		
<b>RT4</b>	<p>Members of the project team have experience <b>developing</b> stated preference elicitation instruments. Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- 3 points for each instrument developed.</li> <li>- 2 points if instrument developed was health and/or environment related.</li> </ul>	15		
<b>Management Component</b>				
<b>RT5</b>	<p>Members of the project team have experience conducting focus groups</p> <ul style="list-style-type: none"> <li>- 3 points for each project that used focus groups to guide the project.</li> </ul>	15		
<b>RT6</b>	<p>Members of the project team have experience with online implementation:</p> <ul style="list-style-type: none"> <li>- 1 point if sample size was over 500, 2 points if sample size was over 1000, 3 points if sample size was over 1500.</li> </ul>	15		

	<ul style="list-style-type: none"> <li>- 2 points will be awarded if project was related to health or the environmental valuation.</li> </ul>			
<b>RT7</b>	<p>Members of the project team have experience providing econometric analysis.</p> <ul style="list-style-type: none"> <li>- 3 points for each research listed that involves an economic analysis of primary research data from stated preference research.</li> <li>- 2 points will be awarded if project was related to health or the environmental valuation.</li> </ul>	15		
<b>RT8</b>	<p>Members of the project team have written publications (including working papers and reports) related to primary research in the field of <u>environmental or health valuation</u>. Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- 3 points for each publication in a peer reviewed economic, health or environmental journal.</li> <li>- 2 points for a study conducted on behalf of, and published by a branch of federal, provincial, territorial, municipal or state government.</li> <li>- 2 points for a study conducted on behalf of and published by an international organization such as the OECD, UN etc.</li> <li>- 1 point for a study conducted on behalf of, or in partnership and published by another organization (charity, think tank, university, private firm).</li> </ul>	20		
	<b>Total Points</b>	<b>130</b>		

The following rated requirements apply.

**Table for point rating of RT1**

0	Information provided does not address the project requirements. Bidder receives 0% for the available points for this element.
2	Information provided addresses a minimal number of project requirements. Bidder receives 10% of the available points for this element.
6	Information provided addresses some project requirements and shows some understanding relevant to the Statement of Work but does not demonstrate a full range of understanding for all elements of the Statement of Work. Bidder receives 30% of the available points for this element.
10	Information provided addresses most but not all of the project requirements and shows understanding of most of the elements of the Statement of Work. Bidder receives 50% of the available points.
14	Information provided addresses all project requirements and demonstrates understanding of all the elements in the Statement of Work. Bidder receives 70% of the available points.
16	Information provided clearly addresses all project requirements and demonstrates a full understanding of all of the elements of the Statement of Work. Bidder receives 80% of the available points.
20	All project requirements are dealt with in-depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the Statement of Work. Bidder receives 100% of the available points.

## 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.**

### **Limitation of Expenditure**

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

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

**3.0.1** Bidders must provide their Financial Bid in accordance with 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)**

The Bidder should estimate the cost of the travel and living expenses associated with this requirement using the most current National Joint Council Travel Directive (*delete this if you are providing the estimate*).

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 diem rates prices as indicated below.

**PROFESSIONAL SERVICES**

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

<b>Labour resources</b>	<b>Per diem (CAD \$)</b>	<b>Level of effort (number of days)</b>	<b>Total price (CAD \$)</b>
Resource #1 (name, labour category)			\$_____
Resource #2 (name, labour category)			\$_____
Resource #3 (name, labour category)			\$_____
Other resources (name, labour category)			\$_____
Other expenses			\$_____

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





- 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

---

Bidder's Complete Address

---

---

Bidder's Phone number

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

Bidder's Authorized Representative

---

Bidder's Authorized Representative Phone number

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

Bidder's Authorized Representative e-mail

---

### 5.2 CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

## 5.5 FORMER PUBLIC SERVANT CERTIFICATION

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

### 5.5.1 Definitions

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

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

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

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

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

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

Yes ( )

No ( )

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

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

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

### 5.5.3 Work Force Adjustment Directive

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

Yes ( )

No ( )

If so, the Bidder must provide the following information:

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

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

### 5.6 JOINT VENTURE/PARTNERSHIP

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

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

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

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

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

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

### **5.7 INTEGRITY PROVISIONS – LIST OF NAMES**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### **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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

## 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**

The Contracting Authority is identified in section C1, page 1, of the Contract.

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

**1.1.2. Project Authority**

The Project Authority is: To Be Determined at Contract Award

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

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

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

*NOTE:* Invoices must not to be sent to the Project Authority directly. Invoices must be sent to the address indicated on page 1 of the Contract, section C8.

**1.1.3. Contractor's Authorized Representative**

The Contractor's Authorized Representative is: To Be Determined at Contract Award

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

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

**1.2. PERIOD OF THE CONTRACT**

The initial period of the Contract is identified in section C3, on page 1 of the Contract.

**1.3. SECURITY REQUIREMENTS**

The Security Requirements presented in Annex C – Security Requirements apply and form part of the Contract.

**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.

Health 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**

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

- a. the Contract title, number and financial code;
- b. the date;
- c. a description of the Work performed;
- d. timesheets (if payment is based on hourly/per diem rates);
- e. evidences of actual Cost (Cost Reimbursable Elements);
- f. the amount of the progress payment being claimed; and the amount of any tax (including GST/HST)
- g. Reimbursable travel expenses appearing on the invoice must be itemized by category. Please refer to the example below.

Travel and Allowable Accommodation and Miscellaneous Costs:	Receipt /Voucher Attached	Amount	Total
---	---------------------------	--------	-------

Air			\$
Rail			\$
Motor Vehicle Rental			\$
Personal Motor Vehicle			\$
Taxi			\$
Accommodation			\$
Meals			\$
<b>TOTAL</b>			\$

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

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

#### GC8. Notices

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

#### GC9. Termination for Convenience

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

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

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

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 (2017)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (2017)
  - 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.

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## ANNEX A – STATEMENT OF WORK

### 1. SCOPE

#### 1.1. Introduction

This RFP is for work that will update the economic values associated with various air pollution related health risks.

#### 1.2. Objectives of the Requirement

The objective of this research is to estimate, in quantifiable terms, using accepted economic approaches, the impact of several health risks on social welfare and quality of life. The end result will be used as inputs into the Air Quality Benefits Assessment Tool (AQBAT).

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

The Air Quality Benefits Assessment Tool (AQBAT) is a MS Excel based application designed to estimate the human health impacts associated with changes in air quality. The model estimates changes in health risks faced by Canadians, resulting from changes in air quality levels. Economic values are then assigned to the changes in health risks, to determine the overall impacts on socio-economic welfare. The purpose of this contract will be to update the economic values associated with several of the health risks in the model.

It is expected that new values would be derived through modern non-market valuation techniques designed to value the full welfare impact of a morbidity endpoint, using stated preference elicitation methods and online data collection. The values estimated should reflect the full socio-economic impact of health risks, from the perspective of the affected individuals. That is, they should include quantifiable estimates of the impacts of pain and suffering, any loss in work/school/leisure time for the affected individual, and any individual out of pocket expenses such as medication costs. Broader costs on the overall medical system, such as doctor treatment or hospital costs do not need to be estimated as part of this study.

The list of morbidity impacts currently in AQBAT that will be updated are listed #1-#8 below. The avoidance of dementia is an emerging endpoint which should also be included. The ultimate metric used to value these endpoints is valuation per event/case and in Canadian dollars. For less severe health impacts, it is expected that individuals will be able to directly provide WTP to avoid an episode. For more severe health outcomes, such as hospitalisations, researchers may wish to estimate economic values for a reduction in risk. For example, estimating WTP to reduce hospitalisation risk by 10%. These economic values for risk reduction can then be summed up to get an economic value per statistical episode. Each estimate should include a welfare estimate and include individual's costs of illness estimate outside of a public medical/third party payment system. Endpoints will need to be evaluated based on severity attributes such as symptoms, episode duration and activity restrictions.



- 1) Acute Respiratory Symptom Day
- 2) Adult Chronic Bronchitis Case
- 3) Asthma Symptom Day
- 4) Child Acute Bronchitis Episode
- 5) Minor Restricted Activity Day
- 6) Restricted Activity Day
- 7) Cardiovascular and Respiratory Hospital Stay
- 8) Cardiovascular and Respiratory Emergency Room Visit
- 9) Prevention of Dementia

The specific definition of each endpoint is available from the AQBAT user guide and associated background papers.

## **2. REQUIREMENTS**

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

To achieve the objective of this project, the Contractor is required to focus the work in the key areas described below. Although this section lists the major tasks, the Contractor is expected to suggest any additional tasks or work elements that would be needed to successfully achieve the project objective. The Contractor may use Subcontractors as part of their project team.

The Contractor will ensure that this study includes only participants 18 years old or older and that study participants are able to fully participate in the official language (English or French) of their choice. Respondents must reside in Canada for both the focus group component and for full implementation. Any team member that handles personal information will be required to possess security clearance equivalent to Health Canada's Reliability Status or greater. Documentation of clearances will be requested. Personal information that is collected during any task must be dealt with in accordance with the Privacy Article (Annex A).

Translation of documents will be provided by Health Canada as required.

#### **Tasks:**

*Task 1: Prepare a detailed workplan.*

The Contractor will provide a detailed workplan, outlining the planned approach for work under the contract. The proposed workplan should build on the information submitted as part of the proposal, but should include more detailed analysis of the steps and timelines required. The workplan shall be developed with input from all team members, including non-market valuation experts. At the minimum the workplan should include the following:

- A detailed timeline, including time allocated for research ethics approvals.

- The proposed sample size, statistical approaches and analysis that will be used to estimate WTP for each endpoint.
- Outline of statistical methodology for valuation of endpoints

*Task 2: Using best practices in non-market valuation, write a first draft of a web-based stated preference instrument to be used to estimate the WTP to avoid each of the morbidity endpoints described previously.*

- Review literature for any similar studies that might be of use.
- Based on best practices in non-market valuation, propose a research design outlining how many endpoints can be tested and benefits of various formats (choice experiment, contingent valuation etc.)
- Develop a statistical model to estimate the full WTP for each endpoint.

*Task 3: Prepare for focus group testing of elicitation instrument.*

The contractor will prepare for focus group testing. All material used during the focus group testing will be approved by Health Canada's Project Authority before submission to the Health Canada's Research Ethics Board (REB). The contractor should allow 3 weeks for Health Canada's Project Authority to review before the Research Ethics Board's submission date.

*Task 4: Obtain research ethics approval*

The Contractor will prepare a research ethics proposal for approval by Health Canada's Research Ethics Board to ensure this research follows Health Canada's research ethics guidelines. Two scientific peer reviews of the project are required as part of the approval. The Research Ethics Board meets once a month and applications are due several weeks before the meeting. Visit the research ethics website at: <http://www.hc-sc.gc.ca/sr-sr/advice-avis/reb-cer/index-eng.php> for submission timelines. The required documentation to submit a proposal to Health Canada's Research Ethics Review Board can be accessed here: <http://www.hc-sc.gc.ca/sr-sr/advice-avis/reb-cer/applic-demande/form-eng.php>. In the event that the Contractor is not able to obtain approval from Health Canada's Research Ethics Review Board, this contract will be terminated.

*Task 5: Conduct focus group testing*

The Contractor will conduct focus group testing. There is a trade-off between costs and extensive focus group testing, therefore, when possible the Contractor should prioritize aspects of the instrument to be tested and use recent literature to determine appropriate design/attributes/descriptions. The focus groups will need at least one test in French and one test in English. It is expected the focus groups will be conducted in phases so that edits and improvements can be implemented on an on-going basis and that they will be based on lessons learned. The size and location of the focus groups will be determined by the Contractor.

If personal information is collected during the focus group testing, the Contractor will need to follow the Privacy Article (Annex A). For example, if names of individuals and other information that would identify them are collected, this information must be kept separate from the responses so that the responses cannot be linked to the individuals.

Once focus group testing is complete, the Contractor will provide a summary report of the focus group testing.

*Task 6: Finalize documents for approval*

Based on the lessons learned during the focus group testing, and any input from Health Canada's Project Authority on the focus group report, the Contractor will develop a final elicitation instrument. The Contractor will remove any sections that are not necessary for developing the WTP estimates described previously. Once Health Canada's Project Authority has approved the final elicitation instrument and associated documents, the documents will need to be viewed by Health Canada's Research Ethics Board.

In the event that the Contractor is not able to obtain final approval from Health Canada's Research Ethics Review Board, this contract will be terminated.

*Task 7 – Create an electronic version for web-based data collection tool.*

Create a web-based format for the elicitation instrument. Functions such as “mouse-over” or “pop-up bubble” should be used to assist respondents in recalling descriptions or definitions. The Contractor will provide a link to Health Canada for review.

*Task 8- Complete Pre-Testing*

Using approximately 5% of the final sample size, conduct online pre-testing in both French and English. Confirm that questions flow as intended, are free of errors and will lead to valid responses. Based on the results of the pre-test and issues identified, modify the elicitation instrument if necessary. Attention should be given to the flow and completion time. Any revisions must be approved by Health Canada before being fully implemented.

*Task 9 – Implementation*

If personal information is collected during full implementation, the Contractor will need to follow the Privacy Article (Annex A). For example, if names of individuals and other information that would identify them are collected, this information must be kept separate from the responses so that the responses cannot be linked to the individuals

The Contractor will be responsible for ensuring that the number of participants, and the selection criteria will be sufficient to ensure a large enough sample size for a robust statistical analysis. Personal information must be removed from the data set before it is used in a statistical model.

*Task 10 –Data Analysis*

Using econometric experts, complete a statistical analysis estimating the WTP to avoid each health endpoint. Also include descriptive analyses of the data collected. The analysis should document various models used to generate the WTP estimates, including assumptions tested and a tests of the performance of the model.

*Task 11 –Draft Report*

The first draft report shall document all elements of the project including development, focus groups, pre-testing, implementation, issues encountered and steps taken to address the issues, data analysis and results. The report should also include a discussion of the results and comment on key findings or unanticipated results. The draft report will be submitted to Health Canada’s Project Authority for review and approval.

*Task 12 – Submit a Final Report*

The final report will address any comments made by Health Canada’s Project Authority on the draft report.

**Deliverables**

The Contractor will provide Health Canada’s Project Authority with the following deliverables:

1. A detailed work plan covering all tasks and requirements contained in the Statement of Work.
2. Documents for a research ethics review including all documents to be used in the focus group testing.
3. A scientific peer review of the project as required by Health Canada’s Research Ethics Board.
4. Formal approval by the Health Canada’s Research Ethics Board to continue with the research.
5. A report summarizing the results of the focus group testing.
6. Updated documents based on results of the focus group testing.
7. All documents that will be used in the full implementation stage.
8. Formal approval by the REB to continue with full implementation.
9. An electronic link to review the online functioning of the elicitation instrument.

10. A report documenting pre-testing which will highlight any changes needed before full implementation.
11. A first draft report covering the work and analysis conducted under all tasks.
12. Final Report
13. The Contractor will submit in electronic format all datasets and spreadsheets used in the econometric analysis.
14. The Contractor will also submit all other background information (e.g. datasets, spreadsheets, etc.) generated when implementing this contract.

Following approval and acceptance of all deliverables, the Contractor will submit a completion report to the REB.

Basis of Payment and timelines for each deliverable to be proposed as part of the response to this RFP. The anticipated start date is spring 2017 and the contract is anticipated to finish March 15, 2018.

## **2.2. Specifications and Standards**

All Deliverables shall be provided in electronic format such as Microsoft Word, Microsoft Excel, or as otherwise specified. All deliverables shall be submitted in English or French and in both languages when appropriate.

## **2.3. Technical, Operational and Organizational Environment**

Any database containing personal information must be located and only accessible in jurisdictions the laws of which do not override, conflict with, or impede the application of the Canadian Privacy Act, R.S. 1985, c. P-21, the Personal Information Protection and Electronic Documents Act, 2000, c. 5, and Treasury Board Secretariat privacy policy instruments, either expressly or through subsequent application.

If the contractor is a foreign supplier, the above may best be achieved by sub-contracting the data collection portion of the contract to a Canadian supplier so that the database is located in Canada and the contractor only receives de-identified data to perform the other aspects of the work. However, should the contractor be a foreign supplier and should it collect and retain personal information on Canadian citizens, and should it at some point be forced to disclose personal information, such as under the US Patriots Act, Health Canada would deem this to be a breach of the Canadian Privacy Act and sufficient grounds to terminate the contract.

The Records containing Personal Information, including responses, must be segregated physically and logically from all other Records and must not be shared with or accessible by other business lines.

#### **2.4. Method and Source of Acceptance**

All reports, deliverables, documentation and services rendered under this requirement are subject to inspection by the Departmental Representative or a designated representative (i.e. Project Authority). Should any report, document or service not be to the satisfaction of the Departmental Representative, as submitted, the Departmental Representative shall have the right to reject it or require correction before payment is authorized.

Should the Contractor at any time be unable to provide the services described within the contract resulting from this RFP, the Contractor shall be responsible for providing replacement services and/or personnel at the same cost and which shall be of similar or greater ability. Replacement services shall be acceptable to Health Canada's Project Authority.

In advance of the date upon which replacement resources and/or service delivery means are to start, the Contractor shall notify in writing to the Health Canada Project Authority of the reason for the unavailability of the resource(s) and/or services named in the contract.

The Contractor shall then give to Health Canada's Project Authority the name(s) and an outline of the qualifications and capabilities of the proposed replacement resources/services, and their security screening level if applicable.

Under no circumstances shall the Contractor allow performance of replacement services that have not been authorized by Health Canada's Departmental Representative.

#### **2.5. Reporting Requirements**

In addition to the timely submission of all deliverables and fulfilment of all obligations, it is the responsibility of the Contractor to facilitate and maintain regular communication with Health Canada's Project Authority. Communication is defined as all reasonable efforts to inform all parties of plans, issues, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations.

The Contractor shall provide status/progress updates by telephone (as well as any documents required for discussion via e-mail), every two weeks or when requested by the Project Authority.

Also, the Contractor is to immediately notify Health Canada's Project Authority of any issues, problems, or areas of concern in relation to any work completed under this

Contract that might interfere with the timelines for key deliverables or with the ability to deliver on key results.

## **2.6. Project Management Control Procedures**

Health Canada will provide comments on submitted deliverables within 2 weeks unless otherwise stated.

## **3. ADDITIONAL INFORMATION**

### **3.1. Authorities**

#### **Contracting Authority:**

The Contracting Authority is the officer or employee of the Crown who is authorized by the Minister to perform any of the Contracting Authority functions under the contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract.

Robert Merrick  
Senior Procurement and Contracting Specialist  
Telephone: (613) 941-2071  
Email: robert.merrick@canada.ca

#### **Project Authority:**

Health Canada's Project Authority is responsible for all matters concerning the technical content of the work under any resulting Contract. Any proposed changes to the scope of the Contract are to be discussed with Health Canada's Project Authority and confirmed by a Contract Amendment issued by the Contracting Authority.

Name: To be announced  
Title:  
Telephone:  
Email:

#### **Administrative Representative:**

The Administrative Representative is responsible for all matters concerning the process of invoices and contract amendments.

Name: To be announced  
Title:  
Telephone:  
Email:

### **3.2. Canada's Obligations**

HC will provide comments on submitted deliverables within 2 weeks. Approval of documents for the REB will require 3 weeks.

### **3.3. Contractor's Obligations**

The Contractor shall provide resources for all tasks, activities and deliverables.

Following completion of the work under the Contract, the Contractor will return all collected information when and in the manner requested by Health Canada. The Contractor must destroy/delete all copies from their systems and provide confirmation to Health Canada of doing so.

### **3.4. Location of Work, Work site and Delivery Point**

The Contractor will be responsible for providing his/her own work site. The work will be done at the Contractor's/Sub contractors facility. Any work related to this Contract will be interpreted and governed by the laws of the Province of Ontario.

### **3.5. Language of Work**

The Contractor must be capable of communicating with Health Canada's Project Authority in at least one of the official languages of Canada (either English or French). All deliverables under this contract shall be provided in English.

### **3.6. Special Requirements**

## **Safeguard of Personal Information**

Refer to Annex "C", Security Requirements

### **Handling of Personal Information**

See Privacy Article below, Appendix A

### **Ownership of Intellectual Property**

Given that the purpose of this research is to generate knowledge and information for public dissemination, the intellectual property (IP) rights will remain with Health Canada as per section 6.4.1 of the Treasury Board handbook: "Title to Intellectual Property Arising under Crown Procurement Contracts". Health Canada will have the option to make the results of the study, including the report, public, or to provide the data to a third party in order to conduct work on behalf of the government.

While Health Canada will own the IP rights, Health Canada is prepared to share some of the deliverables under this contract, with members of the project team so they can use them for the purpose of continuing their own research in this field and/or publishing research in this area in academic forums or journals.



The Contract does not include transfer to Health Canada of any existing IP rights owned by the Contractor. The IP rights associated with the computer software needed to implement the study will remain with the project team or its developer.

In the course of fulfilling the tasks required under this contract, the Contractor will not have IP ownership over any personal information collected on behalf of Health Canada. Any personal information must be safeguarded by the Contractor, on behalf of Health Canada, as outlined in Annex “C”, Security Requirements, and in the Privacy Article. The Contractor has no rights to make use of collected personal information in any manner other than as required for the completion of work under this contract, and must return/destroy any such data in the manner specified by Health Canada’s Project Authority or Health Canada’s Research Ethics Board.

Contractor or Subcontractor shall retain the exclusive ownership of the following:

- (i) Contractor or Subcontractor’s trademarks, logos, copyrights and other intellectual property rights;
- (ii) Contractor or Subcontractor’s know how, technologies, and proprietary methodologies, including, without limitation, processes, products, tools, formulae, algorithms, lesson learned presentations, models, databases, computer programs and software used, created or developed by Contractor or Subcontractor in connection with Contractor or Subcontractor’s performance of Services under this Agreement, including without limitation, any derivatives, modifications or enhancements thereto; and

### **3.7. Insurance Requirements**

It shall be the sole responsibility of the contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfil its obligations under the contract and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the contractor at its own expense.

### **3.8. Travel and Living**

Payment for travel and living expenses must be made in accordance to the terms of payment and the Treasury Board (TB) Travel Directive.

Travel may be required as part of this contract. Travel must be authorized in advance by the Project Authority and undertaken in accordance with the Treasury Board Travel Directives. The contractor will be reimbursed for previously authorized travel, accommodation and living expenses associated, in accordance with TB Directives. For more information on TB directives see: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

**4. PROJECT SCHEDULE**

**4.1. Expected Start and Completion Dates**

The expected completion date of this project is the 15th of March, 2018.

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

*Determined as part of the RFP*

**5. REQUIRED RESOURCES OR TYPES OF ROLES TO BE PERFORMED**

It is the responsibility of the Contractor to provide adequate qualified resources to meet the requirements of the Statement of Work.

In order to deliver services in accordance with the Contract, at a minimum, the Contractor shall deploy the Lead Resource named in the Contractor's Proposal who shall meet the stated minimum qualifications and required experience, as defined herein, in which they are to perform the work, as accepted by the Project Authority. The Contractor shall provide the services of other members of its team, as required, to fulfill the needs of the Contract.

**6. APPLICABLE DOCUMENTS AND GLOSSARY**

**6.1. Applicable Documents**

*none.*

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

DSC: Document Safeguarding Capability  
HC: Health Canada  
NCR: National Capital Region  
REB: Research Ethics Board  
PWGSC: Public Works and Government Services Canada  
SOW: Statement of Work  
TBS: Treasury Board Secretariat  
WTP: Willingness to Pay  
CS: Contract signing

## PRIVACY ARTICLE

**Note: The contract resulting from this RFP will contain the following/or similar clauses which focus on personal information.**

### 1. Interpretation

In the Contract, unless the context otherwise requires, "Personal Information" means "information about an identifiable individual" as defined under section 3 of the [Privacy Act](#), R.S. 1985, c. P-21;

"Record" means "any documentary material, regardless of physical form or characteristics" as defined under section 3 the [Access to Information Act](#), R.S.C., 1985, c. P-2.

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.

### 2. Collection of Personal Information:

- 2.1 Personal Information may be required to perform the Work. Only the personal information that is required to perform the Work will be collected. If Personal Information will be collected, it should be kept separate from the responses to the elicitation instrument so that they cannot be linked to the individual. If Personal Information is collected, it must be removed from the data set before it is used in a statistical model.
- 2.2 Instructions to the respondent will include a notice that no Personal Information should be included in any open-ended text-based responses. In the event that Personal Information is provided by survey participants, the Contractor will handle the Personal Information in accordance with the terms of this Contract and the Statement of Work.
- 2.3 If Personal Information is collected, the Contractor must provide respondents with a privacy notice setting out the following:

In the event that the Contractor will be required to collect personal information, the Contractor, at the time of collection of personal information, must notify an individual from whom it collects personal information:

- of the purpose for collecting it;
  - of any statutory authority for the collection;
  - whether response is voluntary or required by law;
  - of any possible consequences of refusing to respond;
  - of the individual's right of access to and correction of the information; and
- the contractor's employees must 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 government and authorized to collect the information.

- 2.4 Anyone conducting econometric analysis and Canada (the Contracting Authority) will only receive data or be provided access to data that has been de-identified, meaning all Personal Information is severed from the data to prevent linking it to the respondent, other datasets, or any identifiable individual.

### **3. Location of Records and Personal Information:**

- 3.1 A database containing personal information must be located and only accessible in jurisdictions the laws of which do not override, conflict with, or impede the application of the Canadian Privacy Act, R.S. 1985, c. P-21, the Personal Information Protection and Electronic Documents Act, 2000, c. 5, and Treasury Board Secretariat privacy policy instruments, either expressly or through subsequent application. The Records containing Personal Information, including responses, must be segregated physically and logically from all other Records and must not be shared with or accessible by other business lines.

### **4. Use and Disclosure of Personal Information**

- 4.1 Personal Information and Records must be treated as confidential at all times in the performance of the Work. Personal Information and the Records must be created, collected, received, managed, accessed, used, retained, and disposed of only as required to perform the Work and must be done in accordance with the terms of this Contract and the Statement of Work.
- 4.2 Data to be used for analysis must not include any Personal Information. Any reports prepared on the basis of collected data will not include any Personal Information.
- 4.3 Physical access and control of all Personal Information and Records must be restricted to ensure that only authorized individuals with appropriate authority and need for the information are provided access or control.
- 4.4 It is not necessary to disclose Personal Information or Records to perform the Work and there must not be any disclosure without obtaining the written approval of the Contracting Authority in advance, unless otherwise required by law.

### **5. Safeguarding Personal Information and Breach:**

- 5.1 Personal Information and Records must be safeguarded at all times in the performance of the Work by implementing administrative, physical and technical security and safeguarding measures to preserve the confidentiality, security and integrity of premises, information and systems. These measures must satisfy all requirements described in this Contract and the Statement of Work including compliance with principles of 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. Canada reserves the right to authorize the measures and solutions proposed and request implementation of reasonable measures and solutions from time to time. Without limiting the generality of the foregoing, names of respondents and all Personal Information (such as phone numbers, IP addresses and email addresses) must be

stored in a manner consistent with the privacy and security requirements in the Contract and the Statement of Work.

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

## **6. Statutory Obligations:**

- 6.1 The Contractor acknowledges that the Contracting Authority 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 any requirement established by the Contracting Authority that is reasonably required to ensure that Canada meets its obligations under these acts and any other legislation in effect from time to time.
- 6.2 The Contractor acknowledges that its obligations under the Contract, and those of any subcontractor engaged by it under a subcontract, are in addition to any obligations they 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 and any applicable provincial privacy legislation. If the Contractor believes that any obligations in the Contract or a subcontract prevent compliance with obligations under any of these laws, the Contractor must immediately notify the Contracting Authority of the specific provision of the Contract or subcontract and the specific obligation under the law with which the Contractor believes it conflicts.

## **7. Disposal and Destruction of Records:**

- 7.1 All Personal Information must be deleted from any databases and Records collected or created in the performance of the Work as soon as the Personal Information is no longer required for the performance of the Work.
- 7.2 Records must not be copied, used, disposed of or destroyed, except as specified in this Contract or the Statement of Work or as instructed by the Contracting Authority.
- 7.3 All copies of Personal Information and Records, in any form, must be disposed of or destroyed from the Contractor's information systems and/or facilities after the Work is completed or upon termination of the Contract

## **8. Legal Requirement to Disclose Personal Information:**

- 8.1 Before any Personal Information or Records containing Personal Information are disclosed pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, wherever possible the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

**9. Exception:**

- 9.1 The obligations set out in this article do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

**10. Termination for Breach and Liability:**

- 10.1 In the event of non-compliance with this article of the Contract, the Contractor will be considered to be in default and the Contracting Authority shall be entitled to immediate termination of the Contract in addition to any other actions or remedies available in law. The Contracting Authority will not be liable for any losses arising from the performance of the Work or any breach of the Contract by the Contractor or any Subcontractor

## ANNEX B – BASIS OF PAYMENT

### 1. BASIS OF PAYMENT

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

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

### 2. PRICE BREAKDOWN

#### 2.1. PROFESSIONAL SERVICES

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

Labour resources	Per diem (CAD \$)	Level of effort (number of days)	Total price (CAD \$)
Resource #1 (name, labour category)			\$_____

Resource #2 (name, labour category)			\$_____
Resource #3 (name, labour category)			\$_____
Other resources (name, labour category)			\$_____
Other expenses			\$_____
<b>Subtotal</b> (excluding GST/HST)			\$_____
<b>Estimated applicable taxes</b>			\$_____
<b>TOTAL</b>			\$_____

OR

**2.2. OPTION 3 – MILESTONES**

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

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



### 2.3. 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)

Estimate = \$\_\_\_\_\_

### 2.4. Miscellaneous expenses (*if applicable*)

## ANNEX C – SECURITY REQUIREMENTS

### 1. CONTRACT SECURITY CLAUSES

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER

1. 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 A**, 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). Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor personnel **MAY NOT HAVE ACCESS** to PROTECTED information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
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 at the level of **PROTECTED A**.
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 B;
  - (b) Industrial Security Manual (Latest Edition)

### 2. Contract Security Clauses for Foreign Suppliers

The **Contractor** and/or any and all **subcontractors** must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral industrial security instrument or will have such an instrument with Canada by the end of the bidding period. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PSPC website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/gvrnmnt/risi-ijsr-eng.html>.

All **CANADA PROTECTED Level** information/assets, furnished to the Foreign recipient **Contractor** shall be safeguarded as follows:

1. The Foreign recipient **Contractor/Subcontractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.

2. The Foreign recipient **Contractor/Subcontractor** defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and conditions, in writing, to the Canadian Designated Security Authority (DSA), prior to the execution of the works, services or performance, of which requires or involves access to **Canadian PROTECTED information**.
3. The Foreign **Contractor/Subcontractor** shall not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation shall be provided, in writing, to the Foreign recipient **Contractor/Subcontractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
4. All **CANADA PROTECTED** information/assets provided or generated under this **Contract/Subcontract** will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the **Contract/Subcontract**, in accordance with the national policies of the suppliers country.
5. The Foreign recipient **Contractor/Subcontractor** shall provide the **CANADA PROTECTED** information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
6. The Foreign recipient **Contractor/Subcontractor** shall, at all times during the performance of this **Contract/Subcontract**, ensure the transfer of **CANADA PROTECTED** information /assets be facilitated through the Canadian DSA.
7. Upon completion of the Work, the Foreign recipient **Contractor/Subcontractor** shall return to the **Government of Canada**, all **CANADA PROTECTED** information/assets furnished or produced pursuant to this **Contract/Subcontract Contract**, including all **CANADA PROTECTED** information/assets released to and / or produced by its subcontractors.
8. The Foreign recipient **Contractor/Subcontractor** must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
9. The Foreign recipient **Contractor/Subcontractor** shall not permit access to Canadian restricted sites or grant access to **CANADA PROTECTED A** information and to Canadian restricted sites, except to its personnel subject to the following conditions:

- a) Personnel have a need-to-know for the performance of the **Contract/Subcontract**;
  - b) Personnel have been subject to a criminal record check, with favourable results, from a recognized Governmental agency in **the UNITED STATES of AMERICA** as well as a background verification. The approved verifications for the required criminal record check and background verification are listed at Appendix A;
  - c) The Foreign **Contractor/Subcontractor** will ensure that its Chief Executive Officer (CEO) or Senior Official of the company will appoint a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements;
  - d) The Foreign recipient **Contractor/Subcontractor** shall ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested;
  - e) The Government of Canada reserves the right to deny access to Canadian Protected information and/ or assets to a Foreign **Contractor/Subcontractor** for cause.
10. **CANADA PROTECTED** information/assets provided or generated pursuant to this **Contract/Subcontract** shall not be further provided to a third party Foreign recipient Subcontractor unless:
- a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to **CANADA PROTECTED** information by the Canadian DSA; and
  - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
11. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of **the Canadian DSA**.
12. The Foreign recipient **Contractor/Subcontractor** **MUST NOT** utilize its Information Technology systems to electronically process, produce, or store on a computer system any **CANADA PROTECTED** information until the **Canadian DSA** has granted approval to do so. After approval has been granted in writing to the Foreign recipient **Contractor/Subcontractor** these tasks may be performed up to the level of **CANADA PROTECTED A**.

See Annex A for security measures required for the treatment and access to **CANADA PROTECTED A** information.

13. The Foreign recipient **Contractor/Subcontractor** shall not use the **CANADA PROTECTED** information/assets for any purpose other than for the performance of the **Contract/Subcontract** without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian Designated Security Authority (DSA).
14. The Foreign recipient **Contractor/Subcontractor** visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to the Canadian DSA.
15. The Foreign recipient **Contractor/Subcontractor** shall immediately report to the Canadian Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information / assets pursuant to this **Contract/Subcontract** has been compromised.
16. The Foreign recipient **Contractor/Subcontractor** shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information/assets accessed by the Foreign recipient **Contractor/Subcontractor**, pursuant this **Contract/Subcontract**, have been lost or disclosed to unauthorized persons.
17. The Foreign recipient **Contractor/Subcontractor** shall not disclose the **CANADA PROTECTED** information to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the Canadian DSA. The Canadian DSA is the Director International Industrial Security Directorate (IISD), Public Services and Procurement Canada (PSPC).
18. The Foreign recipient **Contractor/Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex \_\_\_\_\_.
19. In the event that a Foreign recipient **Contractor/Subcontractor** is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

#### APPENDIX A

The Foreign recipient **Contractor/Subcontractor** must perform a security screening of all its personnel who will need access to **CANADA Protected A information and/or to Canadian restricted sites**;

##### a) Identity check

- i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
- ii. Surname (last name)
- iii. Full given names (first name) – underline or circle usual name used

- iv. Family name at birth
  - v. All other names used (aliases)
  - vi. Name changes
    - 1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
  - vii. Sex
  - viii. Date of birth
  - ix. Place of birth (city, province/state/region, and country)
  - x. Citizenship(s)
  - xi. Marital status/common-law partnership
    - 1. Current Status (married, common-law, separated, widowed, divorced, single)
    - 2. All current spouses (if applicable)
      - a. Surname (last name)
      - b. Full given names (first name) – underline or circle usual name used
      - c. Date and duration of marriage/common-law partnership
      - d. Date of birth
      - e. Family name at birth
      - f. Place of birth (city, province/state/region, and country)
      - g. Citizenship
- b) Residency check
- i. The last five (5) years of residency history starting from most recent with no gaps in time.
    - 1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates
- c) Educational check
- i. The educational establishments attended and the corresponding dates
- d) Employment history check
- i. The last five (5) years of employment history starting from most recent with no gaps in time
  - ii. Three (3) employment reference checks from the last five (5) years
- e) Criminal records check:
- i. report(s) containing all criminal convictions for the last five (5) years in and outside of the candidate's country of residence.

## **Annex A – Information Technology Systems**

### **Information Technology Systems:**

1. In accordance with security measures required for the treatment and access to CANADA PROTECTED information, the following describes the minimum security requirements for processing, producing and storing CANADA PROTECTED information on information systems:

- a. Access - Physical access to all hardware elements of the IT system is to be strictly controlled.
- b. Identification and Authentication (ID&A) - All information systems shall have the following functionality:

- i. Up-to-date list of authorized users.
  - ii. Positive identification of all users at the start of each processing session.
- c. Passwords - Passwords to access the information system are required. Passwords shall be a minimum of 6 characters long (9 is preferable) and shall include numeric and “special” characters (if permitted by the information system) as well as alphabetic characters.
- d. Internal Access Control -All information systems shall have internal access controls to prevent unauthorized users from accessing or modifying the data.
- e. Data Transmission. CANADA PROTECTED information must be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the internet, only with the use of approved commercial encryption devices validated by the Canadian DSA.
- f. Security Accounting and Audit. Security relevant events fall into two categories, namely “legitimate events” and “violations”.
- i. The following types of events shall always be recorded:
    - a. All log on attempts whether successful or failed;
    - b. All log off (including time out where applicable);
    - c. The creation, deletion or alteration of access rights and privileges; and
    - d. The creation, deletion or alteration of passwords.
  - ii. For each of the events listed above, the following information is to be recorded:
    - a. Type of event;
    - b. User ID;
    - c. Date and Time; and
    - d. Device ID.

The accounting records shall be stored in a facility to provide the information system Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need-to-know.

If the operating system is unable to provide this then the equipment shall be protected by physical means when not in use (i.e. locked away or the hard drive removed and locked away.)

- g. Integrity and Availability. The following supporting measures shall be implemented:
  - i. Provide general protection against normally foreseeable accidents, mishaps and known recurrent problems (e.g. viruses and power supply variations);
  - ii. Defined Business Contingency Plan;
  - iii. Data backup with local storage; and

iv. Anti Virus Software (implementation, with updates, of an acceptable industry standard Anti-virus software).

h. Logon Banners. Wherever possible, a “Logon Banner” shall be provided to summarize the requirements for the information system, which may be utilised to institute legal action in case of any breach occurring.

i. A suggested format for the text is below:

1. “Unauthorized access to this computer system may constitute a criminal offense”.

ii. Unattended Terminals. Authorized users are to be automatically logged off the system if their terminals have been inactive for a predetermined period of time, or their terminals must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

iii. Internet Connections. Computer systems shall not be connected directly to the Internet unless protected by a firewall (a software personal firewall is the minimum).

iv. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files.





Contract Number / Numéro du contrat PR#1000183774
Security Classification / Classification de sécurité Unclassified

**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>Health Canada</b>		2. Branch or Directorate / Direction générale ou Direction <b>HECSB</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <b>TBD</b>	
4. Brief Description of Work / Brève description du travail The objective of this research is to estimate, in quantifiable terms, using accepted economic approaches, the impact of several health risks on social welfare and quality of life. The end result will be used as inputs into the Air Quality Benefits Assessment Tool (AQBAT).			
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 checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input 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"/>	

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Security Classification / Classification de sécurité  
Unclassified





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Security Classification / Classification de sécurité Unclassified

**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?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
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 :

**PART B - PERSONNEL (SUPPLIER) / 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 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 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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**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			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).**

