



Summary of Feedback and Outcomes from the Industry Engagement Process for

Longitudinal Study of Operational Stress Injuries (OSI's)

Request for Information M7594-171491/B

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1. Introduction

On 17 October 2016, PWGSC published a Request for Information (RFI) on the GETS seeking to engage with Industry and Academia ("Participants") on behalf of the Royal Canadian Mounted Police (RCMP). As part of that engagement, Participants were asked to provide a written response to questions related to both the technical aspects of the Work to be undertaken and the procurement strategy. A draft Request for Proposal (RFP) was provided, which included the Statement of Work, Evaluation Criteria and the Basis of Selection.

The purpose of the Industry Engagement was threefold:

- a) to provide Participants with general information about the requirement;
- b) solicit feedback from Participants about their capability to undertake the requirement based on the draft Request for Proposal; and,
- c) consult with Participants on ways to improve the solicitation, and increase accessibility and fairness to all potential suppliers.

Participants were encouraged to ask questions and provide comments with the objective to receive feedback that may be incorporated into the solicitation document, creating a procurement that is fair and transparent to suppliers, enhances competition, and results in best value to Canada.

The publication of this document and resulting RFP effectively concludes the Industry Engagement process. The information gathered through this process was considered when finalizing the procurement strategy and should meet the needs of the Government of Canada and be compatible with Industry standard practices.

2. Requirement

The Royal Canadian Mounted Police (RCMP) is seeking to identify psychological and or physiological markers for developing trauma and stressor related disorders in order to develop long-term plans to support the overall mental health of its members.

The objectives of the proposed contract are twofold:

- 1. Investigate and identify vulnerabilities and resiliencies (e.g., physiological and or psychological markers) for OSI's in the RCMP; and,
- 2. Provide empirically sound data that will allow for the development of evidence-based interventions to protect regular member mental health.

The work will initially be conducted with cadets at the RCMP training depot in Regina, Saskatchewan. Cadets are individuals who are in training to become employed as full time peach officers. Only those cadets who pass the six month training program will be invited to join the RCMP as Members. Cadets will be recruited by the Contractor with the understanding that their participation is expected to continue for five years as part of the Study after they have become Members. Cadets who do not pass the training program will not continue in the Study.

3. Industry Engagement Process

Industry Engagement Period	 Posting of Request for Information (RFI): 17 October 2016 Responses to LOI requested: 16 November 2016 Estimated Publication of Summary of Feedback and Outcomes: 1 March 2017 Estimated Publication of the Request for Proposal: Summer, 2017
Participants	Three organizations provided responses to the RFI: Carleton University Morneau-Shepell University of Regina

4. General Overview of the Industry Engagement Process Feedback

The consultative process provided Participants with an opportunity to participate in the procurement process by providing comments, questions and recommendations for improvement of the Draft RFP, as well as seek clarification on technical issues.

Participants provided valuable feedback on both the technical details of the RFP as well as the proposed procurement strategy. Canada has adjusted some requirements to address technical questions, and some changes have been made to the RFP to address key issues raised by Participants. The final RFP better describes Canada's requirements in relation to the technical capability available in the industry.

This document summarizes the feedback received during the Industry Engagement Process and the outcome on the RFP. This information may change as a result of a Privacy Impact Assessment and determination of Security Requirements to be completed by the RCMP in advance of the final RFP.

5. Summary of Feedback and Outcomes

The following represents questions posed in the Letter of Interest and the resulting responses from Industry. Not all questions posed by Canada were answered by Industry; and not all answers represented a conflict. Administrative questions have been removed.

In addition, one supplier, Carleton University, indicated they would neither be attending a meeting nor submitting a proposal, but would provide a response to some questions, which are included below. Their interest was in partnering with another organization as a subcontractor.

SECTION 1: General	
1.2	Please provide a general statement regarding your interest and capability to meet the requirements.
Participants	In most aspects, the Participants are currently capable of meeting or exceeding the bid requirements which are in the sections that follow.

1.3	Members can be deployed anywhere in Canada. As annual assessments will be required, do you have the capacity to perform the assessments on a National scale? Will you utilize subcontractors, travel, or put in place a joint venture or consortium to fulfil the Work?
Participants	Two participants indicated they would be supported by external partners, either through a Joint Venture or a diverse group of academics.
1.4	Do you have the necessary research infrastructure (human resources, physical structure) to conduct the initial cadet data collection anticipated to take 24-30 months?
Participants	All participants indicated they had the necessary research infrastructure to conduct the work.
1.5	What is your capacity to offer services in both official languages?
Participants	All participants indicated they could provide bilingual services.

SECTION 2: S	tatement of Work (SOW)
2.1	Are any aspects of the Statement of Work unclear?
Participants	 The following items were identified: Please clarify the timeline for commencement of the first assessment specifically 60 days after a contract is awarded or 60 days after the Project Authority has approved a detailed proposal. We suggest that the contemporary assessments include tele-assessments which would be more efficient and cost-effective, but also more convenient for
	participants, therein increasing the probability of participation.3. Please clarify whether participants will be compensated in any way, directly or indirectly for participation.
Outcome	The initial cadet assessments will be conducted based on the timeline defined in the Contractor's proposal. It is anticipated that this will occur within 60 days of the Project Kickoff Meeting.
	 Tele-assessments or more accurately Online Cognitive Behaviour Therapy has been widely used in the United Kingdom, Australia and is gaining traction in Canada. This approach would be supported. Compensation will not be provided directly or indirectly by the RCMP.
2.2	Are the delivery timelines detailed in the SOW reasonable?
Participants	Overall, the delivery timelines proposed in the SOW were reasonable.

It should be noted that bidders are expected to identify the delivery timelines in their Outcome proposal. The delivery dates provided in the Statement of Work are estimates only. The solution proposed by the Bidder will determine the delivery dates and timelines for services. 2.3 What, if any, additional information would you need to see included in the Statement of Work? **Participants** One participant would like the following information: a) RCMP's strategies and programs for absences, attendance and short term disability (STD) as they relate to mental health. b) Information and data on incidence rates, internal Occupational Health and Safety (OHS) traumatic incident reporting and associated investigations would be useful. These are critical components to the study design as they relate to post-traumatic stress disorder (PSTD). c) Understanding internal data set linkage capabilities would be beneficial. d) Details on the current battery of psychological tests being conducted on recruits and how the results are used. e) What tools are being used to evaluate and monitor the perceived stress load of members, their coping skills and traumatic event exposure. f) Cadet recruitment and completion rates. g) What proportion of cadets go on to become regular members. h) What are the retirement rates? Is the membership growing? Can the inclusion of regular members be considered? A second participant questioned whether the RCMP has any other means of compensating participation efforts, rather than financial. How do you plan to ensure that participation does not cost participants money. Outcome For items a) through c): Canada will provide the following documents in support of the final published Request for Proposal (RFP): 1) RCMP Occupational Health and Safety 2015 Annual Performance Report; and 2) RCMP Disability Management and Accommodation Framework; and, 3) the RCMP policies identified in section 4.3 of the Statement of Work. d) Canada utilizes the Minnesota Multiphasic Personality Inventory (MMPI). e) There are no tools being used to evaluate or monitor this information at this time. f) Cadet attrition is approximately 12% annually. g) Of the 1100 cadets who go through the RCMP Training Academy, approximately 88% proceed to become full members. h) The scope of the proposed work will address the first five years of service only; thus, retirement rates are not relevant. Attrition results are approximately 3.3% of the membership leaving the force within the first five years of service (0-5 years) following training.

Collecting data from existing members is outside the scope of this study and will

not be considered.

	Existing psychological testing conducted through the recruiting process are deemed private medical files, and cannot be released. The resulting Contractor will be responsible for determining the type, quantity and quality of testing and for conducting their own testing. It is recommended that Bidders, in their response to the final RFP, include the rationale for elements included in their research proposal. The RCMP will not be compensating cadets directly or indirectly for participation.
2.4	How long would it take to be able to begin work under the contract? Within one month, three months, six months?
Participants	Two participants indicated they could begin work under the contract within one month of contract award.
2.5	Based on your research or experience, what percentage of people would be willing to participate in a) a mental health study? b) a mental health study that will take place over a 5 year period? c) a mental health study that will require participants to self-assess on a set schedule?
Participant	One participant indicated the following: Mental Health Study: 30% 5 Year Mental Health Study: 25% Metal Health Study with Self-assessments: 20%
	A second participant indicated an estimate for initial participation will exceed 75%
2.6	Is the minimum number of participants defined in the SOW sufficient to achieve statistically relevant data?
Participant	One participant indicated that the minimum number of participants is low; they would have increased confidence if the minimum participation was 450 (225 control, 225 experimental) instead of 350, and recruitment of 1,400 participants instead of the 960. A second participant indicated that the defined number of participants appeared sufficient to detect statistically significant effects within the parameters as defined by the SOW, with
	to detect statistically significant effects within the parameters as defined by the SOW, with the standard statistical caveats; specifically, there are a variety of analytic techniques that each have different underlying assumptions and as sub-hypothesis tests increase the required sample size increases.
Outcome	The minimum number of participants will remain as is.
2.7	Have you utilized physiological recording devices in other projects/circumstances? On a scale of 1 to 5, 5 being very familiar, what is your comfort level in assessing and selecting between various physiological recording devices for use, evaluating responses from physiological recording devices, and translating that analysis into concrete actions or decisions?

Participant	Two participants indicated a 5 out of 5 in familiarity with physiological recording devices. One participant included measuring heart rate variability (HRV), Galvanic Skin response (GSR), respiration, activity monitors and electromyography. A second participant noted the use of physiological recording devices to conduct psychophysiological, cerebrovascular and
	cardiovascular research to assess physiological stress.
2.8	If you do utilize physiological recording devices, do you have in place a process for data collection and transfer that will protect and secure this highly sensitive information?
Participants	Two participants indicated that they have secure mechanisms in place for the collection and transfer of personal information.
2.9	How frequently would you administer the psychometric measures?
Participants	One participant indicated they would administer the psychometric measures prior to depot training, immediately after training, and then annually alongside the assessment interviews and recommend that a focused subset of the psychometrically supported self-report measures administered annually also be administered monthly, except for the month where the full annual assessment is conducted, and participants to provide a brief daily mood and activity log.
	Another participant would use existing psychological tests and their proprietary on-line tool with smart phone applications on a monthly and daily basis for sentiment or mood.
2.10	The SOW stipulates that the study participants must perform self-assessments. The most efficient means to collect and transmit data would be through a smart phone, tablet, or similar device. As participants will not have Force-issued devices, the Contractor will have to address this in their Research Proposal. Will you consider purchasing such devices or is there an alternate process or device that could be utilized.
Participants	One participant indicated they could provide leading edge and secure online technology platforms that include member authentication and can be used with smart phones. Another participant indicated that they would provide a free downloadable application that can function on any device of their choice including web portal and have budgeted for the purchase of a smart phone for each participant.
2.11	Are there any other issues – challenges or recommendations – that you would like to raise at this time related to the Statement of Work?

Participants

One participant indicated they strongly supported a team-based approach using diverse academics.

A second participant stated that an epidemiological approach to applied longitudinal workplace health research with a focus on workplace incident exposure, and drawing upon expertise from clinical specialists in the measurement and treatment of OSIs, particularly PTSD, anxiety, depression and addiction would be a preferred approach over the alternative.

The third participant had a number of comments:

- a) Officers must be tested during non-stress and stress times in order to analyze risk and resilience for OSI and PTSD trajectories.
- b) Self-reports are not sufficient to detect risk and resilience pathways. This must be balanced with researcher-led assessments.
- c) It is unclear what flexibility there will be to collect and use additional information, especially organizational and familial data.
- d) Clarify Because the results of the initiative are expected to result in long term plans to support overall mental health, does part of this work include the development of evidence-based interventions during the course of the contract OR to allow for the development evidence-based interventions to protect regular member health subsequent to the contract?
- e) There are very heavy expectations on participants but it is unclear what expectations there are on the experimental/control groups.
- f) Why does the RCMP think that what they are currently doing not working? An analysis of current practices would potentially contribute to the development / refinement of new practices that are more effective for organizational members.

Outcome

- a) The SOW stipulates that baseline assessments will be completed (clinical and self-report measures). There are a number of different standardized self-report measurement tools that can be employed for this study. These tools, if used regularly, and in conjunction with the physiological output, would allow the researchers to determine both stress and non-stress occasions. These assessments and physiological recordings must occur on a regular basis for the duration of the project.
- b) Canada has proposed both self-reported measures and clinician lead assessments throughout the duration of the project; however, as part of the data collection exercise, there is an expectation that physiological data will also be collected.
- c) Any additional demographic data the Bidder would like to collect must be identified in the Research Proposal with supporting rationale for its inclusion. Organizational data can be supplied, within reason. Bidders are requested to identify any organizational data they feel relevant to their bid during the RFP stage of this procurement process, and not in their Research Proposal.
- d) The scope of the project is not to design programs for the RCMP, but instead the results of the project will provide recommendations to the RCMP in the form of

- regular reports, as well as a final report to the organization. The RCMP will develop the interventions based on the Contractor's reports and recommendations.
- e) The success of the project is based on following sound scientific design principles. As such this requires an experimental group (i.e., the variables that are to be manipulated, or group that is to receive treatment from the RCMP based on recommendations identified in the report deliverables), and the control group (i.e., the group in which changes in the experimental group are measured against). However, for the purposes of the project, all participants will undergo the same Contractor-led assessments and practices, and as such there is no difference between Participants and Control/Experimental.
- f) The RCMP does not have a PTSD-specific mitigation plan.

SECTION 3: P	SECTION 3: Privacy and Data Security	
3.1	Supplemental General Conditions 4008, Personal Information identifies specific requirements that must be met throughout the term of the contract. Will you be able to meet and /or exceed these requirements to ensure the confidentiality of personal information is collected, managed, accessed, used, and ultimately disposed of in accordance with these requirements?	
Participants	All participants indicated they could meet the requirements of 4008.	
3.2	What type of systems, software and/or databases would be required to perform the work? Do you already have possession of the software required to perform the work?	
Participants	One participant indicated they had proprietary and other software necessary to perform the work, though some customization may be required.	
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SECTION 4: Evaluation Criteria	
4.3	Are there any elements you believe should be included in the evaluation?
	One participant indicated we should include the following:
Participants	 Recognition that applied workplace health research experience for clients and partners is not dependent upon the number of peer reviewed publications. Recognition of non-Principle Investigator (PI) support staff in this research mandate as key support members. Recognition that more than one PI can lead this type of study. This effort should not be limited to one PI, as it is difficult to find an individual with a strong epidemiological background who is also an experienced OSI/PTSD practitioner. We propose a hybrid model.
	A second participant indicated that, for R-5, Collective Experience of Key Team Members,
	not all categories would apply to each and every member of the kind of interdisciplinary
	team needed to conduct the project. It would be helpful to either develop different

	measures for different disciplines or to restrict the measures identified to the clinical
	researchers only.
Outcome	It is up to the Bidder to determine and define the composition of the team based on the criteria defined in R-5, Collective Team Experience. Canada has only stipulated that there must be at least one Principle Investigator or Project Manager.
	One of the most important metrics that is available is the number of peer-reviewed articles, citations and the H Index in the area of study. These indices are created through research and subsequent peer-reviewed articles, and ultimately demonstrate knowledge in the field of study, and recognition as an authority by other experts in the field. Canada is seeking a Principle Investigator or Project Manager to manage the project as a scientist-practioner who has the science background coupled with clinical experience. Bidders may subcontract to achieve the skills and experience defined in the evaluation criteria.
4.4	Are there any elements that you believe do not add value to the evaluation process?
Participants	One participant views the role of the PIs as the coordinators of the longitudinal research, given the objective of the initiative. Further, they believe that R-3 skews the evaluation in favour of a traditional academic approach, which typically adds more time to a project due to competing interest, internal processes, and the inclusion of graduate students which may dilute mandates. None of these factors tend to influence a private sector approach to applied research. The participant supports the research as an applied workplace health study to help understand and guide development of long term evidence-based interventions to improve the psychological health of the RCMP membership and not an academic exercise.
Outcome	The SOW does not propose a traditional academic approach, but rather requires an individual who has expertise as both a scientist and clinician to provide the empirical evidence needed by Canada to guide future policy decisions and advance mental health care for the RCMP. In order to meet the requirements of this project, sub-contracting with those with the necessary credentials and expertise is encouraged.
4.6	Should the minimum required points be increased, or decreased?
Participants	One participant indicated the minimum required points were sufficient; another indicated they should be decreased with more emphasis on the project plan and the supporting team. The second participant indicate that less emphasis on the peer reviewed publications, research gate and google scholar information as well as citation and journal impact factors.
Outcome	The project plan will be afforded additional points as suggested. In addition, the overall success of the project requires a multi-disciplinary team, with this in mind additional key team experts (e.g., Health Information Management, Longitudinal Statistics, Physiological data collection and analysis, etc.) will be included in any future point calculations. The expected project outcomes require scientific rigor that that will allow for defendable policy and operational changes, as such the minimum required points will not be decreased.

4.8	The RCMP believes that the team undertaking this work would require experts in statistics, longitudinal research, trauma, computational expertise in physiology sensor data analysis, health management and privacy. Is this accurate? Would other expertise be required?
Participants	One participant indicated the RCMP should include an occupational epidemiologist, mental health/trauma specialists, statisticians, longitudinal health field researchers, a physiologic sensor data analyst, a health management expert and a privacy expert. There should be an integrated health data analytics expertise to address the development of an integrated data set and complex data linkages which will inform an evidence-based strategy and strengthen decision making processes.
	The second participant requested the inclusion of health information management. Health information management is different than health management so should be identified separately. The inclusion of HIM will support the records management, privacy and security, and confidentiality aspects of the project as well as the data collection (e.g., creation of standardized minimum data set), data quality (i.e., outline the 10 dimensions of data quality and how they will be applied), data integrity (i.e., what is the source of truth), etc.
	The third participant indicated that occupational health psychology and the perspective that brings to the research design and outcomes is missing from the current project description.
Outcome	Bidders must include a team member with health information management expertise in the proposal.

SECTION 5: Basis of Selection	
5.1	Is the proposed basis of selection fair and reasonable?
Participants	Participants felt the Basis of Selection was reasonable.

SECTION 6: Basis of Payment / Method of Payment	
Is the proposed Basis of Payment reasonable?	
Two participants felt the BoP was reasonable. One participant indicated that the accuracy of cost estimates can be significantly undermined in longer term projects due to timespan, currency fluctuations, project developments in real time, and unavoidable project delays, to name just a few unforeseen events at the initial proposal time. Travel and living costs are not the only expenses vulnerable to these elements.	

Outcome	Understood. The Basis of Payment is currently structured as Milestone Payments to a Ceiling Price, excluding travel and living costs. There can be no currency fluctuations, as all funds are in Canadian dollars, and the work will be conducted in Canada, by Canadian suppliers.
	Canada has addressed the extended timespan of the project by providing the bidder with an opportunity to adjust their labour rates from year to year by +/- 3%. As the Bidder will be providing their solution, it is expected that the costs associated with that solution will be well understood.
6.2	If not, how would you structure the Basis of Payment?
Participants	One participant recommended that that travel and living costs be determined annually and approved by the RCMP. There are too many factors to be able to determine these costs with any reliability.
	A second participant suggested a Cost Reimbursable Basis of Payment, with a Limitation of Expenditure, thus giving the Contractor the opportunity to notify the Contracting Authority of the adequacy of the contract sum should design changes, modifications or interpretations be necessary to propose and be approved.
Outcome	Travel and living costs will be paid at cost if submitted in accordance with the National Joint Council Travel Directive and including receipts. Bidders are not expected to submit their travel costs as part of the proposal as they will be reimbursed at cost with no provision for mark up.
	Travel and living expenses are cost reimbursable to a limitation of expenditure.
6.3	Will you be able to identify a firm price per participant considering the WBS and all the associated resources to complete the assessments?
Participants	One participant indicated they would be able to provide a firm price per participant considering the work breakdown structure and the associated resources to complete the assessments.
	 A second participant had a number of considerations: Additional definition for the term "firm price per participant" is needed. Does this refer to the number of participants who start the program? End the program? Per control group member? Per augmented group member?
	 We can identify project costs that are variable in nature and can be specifically tied to the number of participants. Project costs that do not change with the number of participants but relate to the project as a whole can be also be identified. This information could be used to develop an estimate of "price per participant." Any such pricing structures will only be valid to the extent that the underlying assumptions used (e.g., participation rates, attrition rates) are accurate.
Outcome	This question was posed for information purposes only. The firm price per participant statement is based on the total number of volunteers who participate and complete the

	initial psychological assessments and evaluation protocols. Canada is not seeking a firm
	price for the totality of the project at this time.
6.4	What is your preference for the Method of Payment (i.e., firm monthly payments, milestone payments, progress payments). Which is most effective to ensure the completion of the work.
Participants	Each participant had a different preference: 1. Prefer firm monthly payments
	2. Quarterly progress payments
	3. The project has significant front-end costs and we will require funding for start up costs such as the preparation of a fully-equipped and secure workspace, preparation for project kick off (e.g. promotion and recruitment materials, meetings) and the acquisition of physiological monitoring devices. Milestone payments are acceptable
Outcome	Canada will take the suggestions under advisement, with the exception of item 3, requiring front-end funding for startup costs. This would be considered an advance payment and will not be considered for this project. Under the <i>Financial Administration Act</i> , Canada will only pay for services completed or goods delivered.
6.5	Do you have any other comments on the Basis/Method of Payment?
	bo you have any other comments on the busis, we thou of rayments
Participants	One participant wanted to know if audit fees be an eligible expense on the contract, or, will any requested audit be at Canada's own expense?
	A second participant identified a number of issues based on the draft contract: 7.7.1 – Travel and living expenses
	The recommended approach is to conduct the assessments using the available
	telecommunication network. This will have a significant impact on these expenses.
	7.8 – We recommend replacing the requirement for "copies of invoices, receipts, vouchers for all direct expenses, travel and living expenses" with adequate wording that allows the RCMP (or its designated auditors) reasonable access to all financial records relating to the project to allow for verification of all project-related financial records. This change would be consistent with the requirement in 7.9.2 to maintain records and make them available to the RCMP. This would be consistent with the requirements currently in place for research funding received from other federal agencies.
	7.9.2 – We recommend revising the requirement " to retain documents for six (6) years after the last payment made under the contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later." We maintain accounting records for six (6) years after the fiscal year, as per the Canada Revenue Agency requirements. After this time period lapses, the records may be sent for destruction. Physical copies of accounting records (i.e. reimbursement claims, invoices, receipts) are not segregated on a project-by-project basis. Electronic records remain available beyond the 6 year statutory requirement but do not contain full copies of all supporting documentation (i.e. an electronic image of a reimbursement claim is added to the system at the time of processing but does not include supporting receipts and documents. The

physical copy of the claim with supporting receipts and documents will be retained for the 6 year statutory period). We recommend the RCMP (or its auditors), at the expense of Canada, perform verification procedures on a regularly scheduled interval (i.e. annually, biannually, project phase). This ensures the documents are easily accessible while ensuring effective project oversight by the RCMP.

Reference the SOW -

7. and 7.1 – We recommend the RCMP add clarity to the terms "budget updates" and "Budgetary Status." It is not clear what information is needed to satisfy these requirements.

Outcome

It is not clear what is meant by Audit Fees under the contract. Canada will not reimburse audit expenses of the Contractor. Should Canada undertake an audit of the Contractor, it will do so at its own expense.

- 7.7.1 It is up to the Contractor to determine how they will conduct the annual assessments as part of its proposal.
- 7.8 The requirement for evidence in the form of receipts is required under the Financial Administration Act. Canada will not commit the RCMP or PSPC to undertaking an audit.
- 7.9.2 As previously stated, receipts must be submitted with invoices at time of payment. Canada will not consider performing verification procedures on a regularly scheduled interval.
- 7.1 Budget updates and budgetary status will be removed from the Statement of Work.

7.1 Did you review the referenced general conditions and supplemental terms and conditions? Are they acceptable? Participants One participant indicated a desire to negotiate certain terms. A second participant agreed and indicated the following: 2035 05-3 States "The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly." This would benefit from additional clarification. 2035 05-5 States: "Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it." This may need to be revised if any of the assessments are to take place at RCMP facilities, which we recommend to facilitate participation among cadets.

2035 19-1 States: "Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada." Our organization, its researchers, and researchers outside the organization who are part of this project would need a royalty free, world-wide perpetual license to use the Work/data.

2035 20 States: "Copyright in the Material belongs to Canada". The definition of Material should be clarified with respect to this project. This could also affect the issue around moral rights.

2035 31 3. – Comments with respect to retention of records are listed above. This clause would need discussion and possibly revision.

Outcome

2035-05-3 – Any person performing the work must be competent in their field, and conduct themselves professionally.

2035-05-5 — You are directed to the statement "unless the Contract specifically provides for it". The statement of work specifically provides for access to RCMP facilities during the initial assessments.

2035-19-1 – The results of the Privacy Impact Assessment will determine who will own any Intellectual Property resulting from the Contract.

2035-20 — Material is defined in the first paragraph and clearly indicates that three conditions must be met: 1) created by the Contract as part of the Work under the contract; 2) must be delivered to Canada; and, 3) in which copyright subsists. If all three conditions are not met, there is no issue. The resulting Material would not exist without Canada and the Contract, and Canada will have paid for the Material; ergo, Canada would own the Material.

2035-31-3 — Retention of records will remain as is. At any time during the contract, the Contractor may request, in writing, that Canada consent to the disposal of information. Canada will consider the request.

7.2

The articles of agreement incorporate a Publication Rights clause that restricts publication of RCMP-specific data, analysis or conclusions for a period of two years after the expiry date of the contract. Will this pose an issue for you?

Participants

One participant indicated that the restriction on publication is not an issue. The other two participants identified the following issues:

 We are committed to the creation and dissemination of knowledge and do not normally condone or promote undue restriction of or delay in the dissemination of Intellectual Property. In addition, provision of preliminary results at regular intervals as recommended in the proposal is likely to support participation by cadets and engagement by stakeholders (e.g., Public Safety Canada). Where a delay of publication or public presentation is warranted, this period does not normally exceed

- six (6) months; as such, the University recommends negotiating the details of this clause.
- 2. Faculty researchers and students conduct scholarly research with an expectation that they will publish their work. A two-year delay after the end of the contract, ostensibly 2027, is not tenable for them. It would be preferable for publishing to occur during the life of the project with pre-review and written authorization by the RCMP prior to public release of the scholarly article to ensure that confidentiality is not undermined. This is a common practice in research with industrial sponsors and/or partners to ensure that proprietary and/or confidential information is not released.

Outcome

The noted clause indicates that "The Contractor or the author must not publish or have published any copyright work or data referencing the Royal Canadian Mounted Police during the performance of the Contract or for a period of two years after the contract **without first obtaining the written consent of Canada**, as represented by the Project Authority, prior to that publication."

Canada does not wish to impede the publication of any material; however, Canada must be mindful of several issues:

- the data gathered represents the personal health information of employees of Canada; and
- 2) information with potential to be damaging to the reputation of the RCMP or its member(s), must be managed appropriately.

It must also be noted that the Contractor would not have access to this data without Canada and its employees. Under the *Privacy Act*, the information is considered to be under the control of Canada and as such we have an obligation to ensure the health, safety and privacy of our employees.

The Publication Rights clause gives Canada a first look to ensure we are meeting our ethical and legislative obligations. It also protects the Contractor from potential liability. The goal is to publish the results of the study.

SECTION 8: Security, Insurance and Other Requirements		
8.1	Do you currently have, or will you be able to meet, the mandatory insurance requirements defined in Annex C?	
Participants	All participants indicated they had the required insurance.	
8.2	Will you be able to meet the stipulated security requirements? Do you understand how to obtain the necessary clearances defined in Attachment 1, article 7.3?	
Participants	All participants currently meet the security requirements.	

8.3	Are you willing to sign the non-disclosure agreement at Annex D?
Participants	All participants were willing to sign the non-disclosure agreement.

6. Conclusion

Industry feedback has informed Canada of areas of potential concern for some Participants which resulted in improvement of the procurement process through the implementation of changes to the final RFP that will address the key concerns.

PWGSC and the Royal Canadian Mounted Police would like to thank all Participants who provided responses. The two-way dialogue and information that resulted was invaluable in assisting Canada in finalizing the procurement strategy.