



A.1 ELECTRONIC BID SUBMISSION

Attention: Maureen Mateush
 Chief Financial Officer Branch
 E-mail: maureen.mateush@canada.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:

Maureen Mateush
 Contracting and Procurement
 Materiel and Assets Management Division
 Chief Financial Officer Branch
 Winnipeg, MB

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 Fax: 204-594-8151
 E-mail: maureen.mateush@canada.ca

THIS CONTRACT DOES NOT CONTAIN A SECURITY REQUIREMENT

A3. TITLE Development of training curriculum and delivery options to advance cultural competency development for Health Canada employees on First Nations and Inuit Health	
A4. BID CLOSING DATE October 23, 2017	
A5. SOLICITATION NUMBER 1000178261	A6. ISSUE DATE September 25, 2017
A7. ENQUIRIES All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than ten (10) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
A8. APPLICABLE LAWS In accordance with GI15, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada.	
A9. BID SOLICITATION DOCUMENTS The RFP is divided into six (6) parts as follows: 1. Section I – Bid Submission Requirements 2. Section II – Bid Evaluation Procedures and Evaluation Criteria 3. Section III – Financial Bid 4. Section IV – General Instructions 5. Section V – Certifications 6. Appendix 1 – Resulting Contract Clauses Annex A – Statement of Work Annex B – Basis of Payment Annex C – Security Requirements Annex D – FNIHB Accountability Framework Annex E – AFN – FNIHB Engagement Protocol Annex F – Inuit Health Approach	
A10. BID DELIVERY Bids must be received by no later than 14:00 (2 p.m) on October 23, 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.	
A11. BID VALIDITY Bids will remain valid for a period of one hundred and twenty (120) calendar days following the Closing Date.	

A12. BID CONTENT Bids must be structured in the following manner: <ul style="list-style-type: none"> • One (1) electronic copy of a Covering Letter, signed by an authorized representative of the Bidder; • One (1) electronic copy of the Technical Bid; • One (1) electronic copy of the Certifications – Section V contained in a separate attachment and, • One (1) electronic copy of Financial Bid – Section III contained in separate attachment Please refer to Section 1 – Bid Submission Requirement, point 1.2 for further instructions.
A13. INTELLECTUAL PROPERTY The Canada Will Own Copyright as per Appendix 1.

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SECTION I – BID SUBMISSION REQUIREMENTS

1.1 REQUIRED INFORMATION

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

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

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. An evaluation team comprised of representatives of Canada, Inuit Tapiriit Kanatami (ITK) and the Assembly of First Nations (AFN) will evaluate the bids.

1.2 SUBMISSION OF THE BID

BID SENT BY EMAIL

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.

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.

- 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 a numbering system that corresponds to the RFP.

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

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

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

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS (ABSA)

(A) Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act
- a sole proprietorship

or

- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

or

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract. The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

(B) Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business?

Yes. In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business.

Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

As part of its bid, the bidder must complete the *Certification of Requirements for the Set-Aside Program for Aboriginal Business* (See **Section V, Article 5.9**) stating that it:

- a) meets the requirements for the Program and will continue to do so throughout the duration of the contract;
- b) will, upon request, provide evidence that it meets the eligibility criteria;
- c) is willing to be audited regarding the certification; and

- d) acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

(C) How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the hold back; disqualification of the business from participating in future contracts under the program; and/or termination of the contract.

In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

(D) What evidence may be required from the business?

Ownership and control

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to “beneficial ownership” *i.e.* who the real owner of the business is. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Section I, Article 1.5 (F) for a list of the factors which may be considered by Canada.)

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal (See Annex D).

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Revenue Canada purposes as well as information related to pension and other benefit plans. A full-time employee, for the purpose of this program, is one

who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least thirty (30) hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

(E) Who is an Aboriginal person for the purposes of the set-aside program for Aboriginal business?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada. Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada;
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
- acceptance as an Aboriginal person by an established Aboriginal community in Canada;
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
- or
- membership or entitlement to membership in a group with an accepted comprehensive claim
- evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Access to Federal Procurement Directorate at Indigenous and Northern Affairs Canada (INAC) at (819) 997-8383 or (819) 997-8746 or fax (819) 994-0445.

(F) Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- capital stock and equity accounts, *i.e.* preferred stock, convertible securities, classes of common stock, warrants, options;
- dividend policy and payments;
- existence of stock options to employees;

- different treatment of equity transactions for corporations;
- partnerships, joint ventures, community organizations, cooperatives, etc.;
- examination of charter documents, *i.e.* corporate charter, partnership agreement, financial structure;
- concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties;
- principal occupations and employer of the officers and directors to determine who they represent, *i.e.* banker, vested ownerships;
- minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- executive and employee compensation records for indication of level of efforts associated with position;
- nature of the business in comparison with the type of contract being negotiated;
- cash management practices, *i.e.* payment of dividends - preferred dividends in arrears;
- tax returns to identify ownership and business history;
- goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non- cash capital contributions;
- contracts with owners, officers and employees to be fair and reasonable;
- stockholder authority, *i.e.* appointments of officers, directors, auditors;
- trust agreements made between parties to influence ownership and control decisions;
- partnership - allocation and distribution of net income, *i.e.* provision for salaries, interest on capital and distribution share ratios;
- litigation proceedings over ownership;
- transfer pricing from non-Aboriginal joint venture;
- payment of management or administrative fees;
- guarantees made by the Aboriginal business;
- collateral agreements.

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

This RFP does not contain a Security Requirement.

SECTION II – BID EVALUATION PROCEDURES AND EVALUATION CRITERIA

2.1 BID EVALUATION PROCEDURES

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

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

2.1.3 Supplier Selection Method

Highest combined rating of technical merit and price

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

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

Technical weighting: 70%
Price weighting: 30%

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

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

Total score = Technical score + Financial score

NOTE: Bids for which the total evaluated bid price is 150% greater than the lowest price of all bids received will automatically receive a score of "0 points" for the financial score.

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

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

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

The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total, all-inclusive bid price does not exceed the maximum funding available for this requirement. Bids exceeding this amount will be deemed non-responsive and will not be given any further consideration. This disclosure does not commit Canada to pay the maximum funding available.

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.”

ATTENTION BIDDERS:

Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.

#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
MT1	The bidder must demonstrate that they possess a minimum of three (3) years' experience gained within the last 10 years of the closing date of this RFP, working with First Nations and/or Inuit communities in health, education and/or community based programming. The bidder must provide a minimum of one (1) example of a successfully completed project which demonstrates this experience and expertise.		
MT2	The bidder must demonstrate that they must possess a minimum of three (3) years' experience gained within the last 10 years of the closing date of this RFP, in curriculum development for post-secondary academic or organizational training application. The bidder must provide a minimum of three (3) examples of successfully completed projects which demonstrate this experience and expertise.		
MT3	The bidder must identify at least one (1) member of the proposed project team who is fluently bilingual. For the purpose of this evaluation, fluently bilingual is defined as the ability to speak, read, listen and write in English and in French. The bidder must demonstrate that at least one (1) project has been completed by the resource where the proposed personnel was required to work fluently in English and French. This experience must have been gained in the past five years. Bidders must demonstrate where, when, and how the experience was obtained and describe the work performed in each language. Responsibility for "managing" work conducted by others will not be considered. Bidders must include the name, telephone number, and email address for an individual who acted in the role as <i>the client</i> who can confirm that the information contained in the project example submitted, is accurate.		
MT4	The bidder must provide a detailed Work plan showing the assignment of individuals and the level of effort, expressed in days worked by task, for each personnel. This plan will be used to assess the bidder's capability to complete the specified work and provide the required deliverables on time.		
MT5	The bidder must provide a current résumé for each proposed project team member, including any sub-contractor(s) resources assigned to the project. Roles and responsibilities related to the project must be clear. Each résumé must provide complete details of all relevant work experience on projects completed relevant to the SOW. One work related reference must be provided separately for each individual project team member.		

MT6	The bidder must identify a Project Lead for this work. The project lead must have, at minimum, a Master's degree from a recognized post-secondary institution. Attach transcripts or other documentation which confirms relevant educational qualifications.		
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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 score

The overall minimum cumulative score is of 38.5 points for the sum of technical criteria R1, R2 and R3. Bids that fail to meet the minimum score of 38.5 points will be declared non-responsive and no further consideration will be given to the bid.

#	Point-Rated Technical Criteria	Maximum Score	Minimum points required	Cross-Reference to bid (indicate page #)
RT1	<p>Approach and Methodology</p> <p>Explain the proposed methodology that clearly demonstrates the approach that will lead to successful completion of the five (5) phases described in the SOW. The proposed approach must be compliant with the requirements of the SOW provided as part of the RFP. Sufficient detail must be provided to demonstrate the Bidder's grasp of the requirement and the Bidder's competence and proposed project team to meet it.</p> <p>The approach and proposed methodology must elaborate on each of the following elements:</p> <ul style="list-style-type: none"> • Overview of general approach the bidder will use • Method to address the requirements in the SOW ie. An understanding of the objectives (environmental scan, focus group, development of the training curriculum, consultation with experts, options for curriculum delivery, etc.) 	20	14	

	<ul style="list-style-type: none"> Understanding of the scope of work and the tasks required to produce a high-quality end product Identify potential risks and problem areas and provide a realistic plan for mitigating risks <p>Up to four (4) points will be allotted for the relevance and completeness of information provided for each of the five (5) elements, not exceeding a maximum of twenty (20) points.</p> <p>Provides excellent methodology that addresses all four elements in detail and will realistically achieve a high quality delivery of the project objectives. 15 to 20 points</p> <p>Provides a very good methodology that addresses most of the of the four elements and will realistically achieve a more than adequate quality delivery of the project objectives with minor adjustments. 10 to 14 points</p> <p>Provides a good methodology that addresses some of the elements but requires clarification of some details but will achieve an adequate delivery of the project objectives with a few key adjustments. 5 to 9 points</p> <p>Provides an unsatisfactory methodology that will not achieve a quality delivery of the project objectives or is non-responsive. 0 to 4 points</p>			
#	Point-Rated Technical Criteria	Maximum Score	Minimum points required	Cross-Reference to bid (indicate page #)
RT2	<p>Work plan</p> <p>The proposal should include a draft work plan for completion of the project. This should be presented in a work breakdown table format with the following elements:</p> <ul style="list-style-type: none"> Specific steps (milestones) to be 	15	10.5	

	<p>performed and the order in which they are to be performed;</p> <ul style="list-style-type: none"> • Timeframe, in weeks, for completion of each milestone; • Role, responsibility and estimated level of effort (# of person days) of the proposed personnel in each step; • Deliverables; and • All key points at which approval of the Project Authority will be sought. <p>Coherent timelines, specific deliverables and milestones to be achieved will be evaluated. Up to a maximum of 15 points will be awarded for the proposed work plan.</p> <p>Work plan is highly detailed, contains all of the elements listed and is realistic and feasible. 13 to 15 points</p> <p>Work plan is detailed, feasible and realistic but has some minor weaknesses or at least one major deficiency and or element. 8 to 12 points</p> <p>Work plan lacks appropriate detail, has major deficiencies in two or more elements. 3 to 7 points</p> <p>Work plan is incomplete, unrealistic and/or not feasible, minimal information is provided. 0 – 3 points</p>			
#	Point-Rated Technical Criteria	Maximum Points	Minimum points required	Cross-Reference to bid (indicate page #)
RT3	<p>Expertise/experience of proposed team(s).</p> <p>Bidder’s proposal demonstrates that the proposed team has a mix of knowledge and hands-on experience to accomplish specific project-related tasks by providing previously completed projects of similar scope and complexity which demonstrate an understanding of the SOW.</p>	20	14	

<p>2 points per project to a maximum of 10 projects (points allocated amongst the team)</p> <p>All proposed resources must have worked on at least two or more of the proposed projects within the last 10 years</p> <p>The submitted proposal:</p> <p>Demonstrates that the proposed team has strong academic knowledge and demonstrates a wealth of experience in successfully completing work/projects relating to the SOW as evidenced by providing a maximum of ten (10) reference projects. 20 points</p> <p>Demonstrates that the proposed team has more than adequate academic knowledge, experience working in FN/I cultural settings, and demonstrates strong experience in successfully completing work/projects relating to the SOW as evidenced providing a maximum of 8 reference projects. 16 points</p> <p>Demonstrates that the proposed team has adequate academic knowledge and some experience successfully completing work/projects relating to the SOW as evidenced by providing a maximum of six (6) reference projects. 12 points.</p> <p>Minimal response which demonstrate that the proposed team has inadequate academic knowledge and hands-on experience to accomplish the required project tasks. 0 points</p>			
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SECTION III – FINANCIAL BID

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

Firm Lot Price

The Bidder must provide a firm all-inclusive lot price, inclusive of any overhead and profit, and costs such as travel, equipment, rentals, subcontractors, FOB destination charges, Canadian customs, duties and excise taxes.

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

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

3.0.2 Exchange rate fluctuation protection is not offered.

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

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

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

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

b. Travel (GST/HST included)

The Bidder must estimate the cost of the travel and living expenses associated with this requirement using the most current National Joint Council Travel Directive.

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.

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. PHASE 1		\$_____
#2. PHASE 2		\$_____
#3. PHASE 3		\$_____
#4. PHASE 4		\$_____
#5. PHASE 5		\$_____
Subtotal (excluding GST/HST)		\$_____
Estimated travel costs inclusive GST		\$_____
Estimated applicable taxes		\$_____
TOTAL		\$_____

SECTION IV – GENERAL INSTRUCTIONS

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

GI10	PROPERTY OF CANADA				
10.1	Bids received on or before the stipulated RFP closing date and time will become the property of Canada and may not be returned. All bids will be treated as confidential, subject to the provisions of the <i>Access to Information Act</i> (R.S. 1985, c. A-1) and the <i>Access to Information Act</i> (R.S. 1985, c. A-1) and <i>Privacy Act</i> (R.S., 1985, c. P-21).				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.
GI11	PRICE JUSTIFICATION	15.2	15.2	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.
11.1	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: a current published price list indicating the percentage discount available to Canada; or	11.1	11.1	11.1	
11.2	copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or	11.2	11.2	11.2	
11.3	price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or	11.3	11.3	11.3	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.
11.4	rice or rate certification; or	11.4	11.4	11.4	
11.5	ny other supporting documentation as requested by the RFP Authority	11.5	11.5	11.5	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.
GI12	ANNOUNCEMENT OF SUCCESSFUL BIDDER	GI16	CONDUCT OF EVALUATION	GI16	CONDUCT OF EVALUATION
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.	12.1	12.1	12.1	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.
12.1	f 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.	12.1	12.1	12.1	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.
GI13	APPLICABLE LAWS	GI17	BIDDER DEBRIEFINGS	GI17	BIDDER DEBRIEFINGS
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.	13.1	13.1	13.1	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
GI14	CONTINGENCY FEE	GI17	BIDDER DEBRIEFINGS	GI17	BIDDER DEBRIEFINGS
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 <i>Lobbying Act</i> , 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.	14.1	14.1	14.1	
GI15	CONFLICT OF INTEREST – UNFAIR ADVANTAGE	GI17	BIDDER DEBRIEFINGS	GI17	BIDDER DEBRIEFINGS
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	15.1	15.1	15.1	

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" list (http://www.labour.gc.ca/eng/standards_equality/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.

NOTE: add also the following paragraph and certification for requirements estimated at \$1,000,000 **and above**, Applicable Taxes included. *Delete if not applicable.*

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

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

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

5.9 CERTIFICATION REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS (ABSA)

A bidder who submits, under the Aboriginal Business Set-Aside (ABSA) program, a bid or proposal in response to a solicitation **must** complete and submit the following certification as part of their technical proposal. **Failure to submit this certification will result in the proposal being found non-compliant.**

1. i) I, _____ (name of duly authorized representative of business) hereby certify that _____ (name of business) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the section of this RFP entitled "**Requirements for the Set-Aside Program for Aboriginal Business**" (See Article 1.5 of Section I – Bid Submission Requirements), which I have read and understand.
- ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "**Requirements for the Set-Aside Program for Aboriginal Business.**"
- iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

Please Check the Applicable Boxes in 2 and 3 below

2. i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization

OR

- ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. []
3. The Aboriginal business or businesses have:
 - i) fewer than six full-time employees []

OR

- ii) six or more full-time employees []

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.
5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the hold back; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.
6. Date _____
- Signature _____
- Place _____
- Title _____
(*duly authorized representative of business*)
- For _____
(*name of business*)

5.10 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

5.11 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:

Name: To be determined
 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:

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

There is no security requirement applicable to this 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.

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			\$
TOTAL			\$

2. GENERAL CONDITIONS

GC1. Interpretation

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

GC2. Date of Completion of Work and Description of Work

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

GC3. Successors and Assigns

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

GC4. Subcontractors

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

GC5. Assignment

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

GC6. Time of the Essence and Excusable Delay

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

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

GC7. Indemnification

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

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

GC8. Notices

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

GC9. Termination for Convenience

- 9.1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 9.2. If a termination notice is given pursuant to subsection 9.1, the Contractor will be entitled to be paid, for Costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
- 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.

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). 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

IP4. Canada to Own Copyright

- 1.1 In this section, “Material” means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contractor to be delivered to Canada and in which copyright subsists, but does not include computer programs and related software documentation.
- 1.2 Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notices on the Material:

© HER MAJESTY THE QUEEN
IN RIGHT OF CANADA (2017);
or
© SA MAJESTÉ LA REINE DU
CHEF DU CANADA (2017).
- 1.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor must fully and promptly disclose to the Minister all Material created or developed under the Contract.
- 1.4 The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute such conveyances and other documents relating to title or copyright as the Minister may require.
- 1.5 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights, in a form acceptable to the Minister, from every author that contributed to the Material. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor’s moral rights in the Material.
- 1.6 The Contractor agrees to provide Canada, upon request, with a copy of all working papers, documentation and information collected or prepared by the Contractor for the purposes of this Contract.

ANNEX A – STATEMENT OF WORK

**PROMOTING PROGRESSIVE LEARNING ON
FIRST NATIONS AND INUIT HEALTH AND WELLNESS
THROUGH TRAINING OF HEALTH CANADA DEPARTMENT EMPLOYEES****1. Scope**

1.1. Title

Promoting progressive learning on First Nations and Inuit Health and Wellness through training of Health Canada employees.

1.2. Introduction

The 2012 Strategic Plan entitled *First Nations and Inuit Health: A Shared Path to Improved Health* commits Health Canada's First Nations and Inuit Health Branch (FNIHB) to develop progressive learning tools for training FNIHB headquarters and regional employees.

Oversight of the implementation of the 2012 Strategic Plan is done by the FNIHB Senior Management Committee (SMC) Policy and Planning where the Assembly of First Nations (AFN) and Inuit Tapiriit Kanatami (ITK) are members. As well, FNIHB has committed to an engagement protocol with the AFN, its regional partners and communities; and to an Inuit Health Approach with ITK and the National Inuit Committee on Health (NICoH). Both of these initiatives solidify FNIHB's commitment to working with these partners in the Strategic Plan roll-out, including the commitment to enhancing progressive learning tools available to its employees that will contribute to more culturally appropriate services to First Nations and Inuit people.

FNIHB has made significant investments in assisting provinces, territories, First Nations and Inuit organizations, health professional associations, universities, colleges and other education institutions, to support and integrate First Nations/Inuit cultures into their business practices and the services delivered. Evaluations from these initiatives can be provided. However, the Branch is developing a strategy to reinforce this requirement systematically within Health Canada's own organization, in partnership with First Nations and Inuit.

1.3. Objectives of the Requirement

As a first step towards recognizing the role of First Nations/Inuit cultures/realities as the foundation in the development and delivery of policy, programs and services through progressive learning of its employees, this requirement is to develop an advanced training curriculum and delivery options that promote awareness and capacity development among Health Canada of First Nations and Inuit health and wellness, including: the distinct histories, contexts, cultures, traditions, languages, governance, relationship to the federal government, health and social issues and trends, and organization and delivery of First Nations and Inuit health programs and services. The objective of this requirement is to develop an advanced comprehensive training package to increase the employee's level of cultural competency.

1.4. Background and Specific Scope of the Requirement

The FNIHB represents 75% of Health Canada's annual budget (\$2.6B in 14/15). Its mandate is derived from the 1979 Indian Health Policy. The Strategic Outcome is: First Nations and Inuit communities and individuals receive health services and benefits that are responsive to their needs and that improve their health status.

Health Canada supports First Nations and Inuit in achieving their health and wellness goals, by working with First Nations, Inuit, provinces and territories to advance collaborative models of health and health care that support individuals, families and communities from a holistic perspective, while respecting jurisdictional roles and responsibilities.

The 2012 Strategic Plan that guides FNIHB's actions over the short, medium and longer terms, aims to achieve:

1. High Quality Health Services;
2. Collaborative Planning and Relationships;
3. Effective and Efficient Performance; and,
4. Supportive Environment in which Employees Excel

In order to achieve a supportive environment in which employees can excel, training is essential. There are approximately 1,900 employees in FNIHB, most of which are located in regional and field offices. Among these, Health Canada employs approximately 612 Registered Nurses, most of whom work directly in First Nations communities delivering primary health care.

First Nations and Inuit populations are affected by major health issues at rates that are much higher than other Canadians. These issues include: high infant and young child mortality, high maternal morbidity and mortality, heavy infectious disease burdens, malnutrition and stunted growth, shorted life expectancy, diseases and deaths associated with cigarette smoking, and social problems, illnesses and deaths linked to mental health and addictions, injuries, violence, suicide, chronic diseases and diseases caused by environmental contaminants.

At the same time, the healthcare system serving First Nations and Inuit (FNI) is highly complex, with divided and unclear roles and responsibilities among federal, provincial/territorial (P/T) and FNI governments or land claim organizations. The FNI populations are also very diverse, with over 635 FN and 53 Inuit communities. Among FN, there are 50-70 cultural groupings, 50 different languages, with many communities under 500 and 35% geographically isolated. These populations are also migratory, moving in and out of federal and P/T service delivery environments.

While P/T governments are responsible under the Canada Health Act to provide health services to all their residents including FNI, the federal role is shared between Health Canada's and the Public Health Agency of Canada who provides some targeted early childhood development and health promotion initiatives to First Nations, Inuit and Métis residing outside their communities. FNIHB primarily funds or provides health services to FN living on-reserve and Inuit. It supplements P/T services through a range of community-based health programs which include primary care, health promotion/disease prevention, environmental health, health infrastructure (capital and eHealth) and home and community care. It also provides Non-Insured Health Benefits (NIHB) to all eligible First

Nations and Inuit regardless of where they live, for certain medically required services where individuals do not receive coverage from other public or private programs (prescription drugs, medical supplies and equipment, dental care, vision care, short-term mental health crisis counselling and medical transportation). In territories, FNIHB funds only the community-based programs of health promotion/disease prevention, home and community care and NIHB. It is recognized that the tremendous diversity among First Nations and Inuit and the complexity of their histories, contexts, cultures, languages, governance and health systems creates a significant challenge in fairly and appropriately presenting an introduction to First Nations and Inuit in a training curriculum that is accessible to most employees. That being said, the work will involve development of a training curriculum that must adhere to the following principles:

- A distinctions-based approach – i.e. distinct First Nations and Inuit presentations along with diversities within each region including Treaty and Non-treaty areas;
- Reflection of regional diversities;
- Adherence to the principles of the United Nations Declaration on the Rights of Indigenous Peoples, the 2012 Health Canada Strategic Plan, the Truth and Reconciliation Commission (TRC) Calls of Action; the AFN-FNIHB Engagement Protocol and the Inuit Health Approach (FNIHB);
- Creation of a safe space for FNIHB staff within training;
- Drawing as much as possible from evidence-based best practices in progressive learning of cultural awareness and capacity development;
- Offering different options for training delivery to maximize accessibility across FNIHB employees/work locations; and
- Consideration within the training for regional cultural protocols when administering training.

The project will include 5 phases:

1. Development of the training curriculum based on existing literature and environmental scan of the most relevant training programs that have *directly involved First Nations and Inuit leadership*, and based on specific focus group consultations;
2. Peer review of the training curriculum by experts and representatives selected by AFN and ITK, and FNIHB representatives;
3. Approval of the training curriculum will be provided by the Project Authority in consultation with National First Nations Health Technicians Network (NFNHTN), AFN Chiefs Committee on Health (CCOH), the National Inuit Committee on Health (NICoH) and the FNIHB SMC Policy and Planning;
4. Development of 3 options for the delivery of the training curriculum, including costing per participant, and consultation with the NFNHTN, CCOH, NICoH and the FNIHB SMC; and,
5. Capacity to deliver selected option for delivery of training curriculum.

2. Requirements

2.1. Tasks, Activities, Deliverables and Milestones

Phase 1: Development of the training curriculum

The Contractor will be required to:

- conduct an environmental scan of relevant training methods and programs in First Nations and Inuit health and wellness (minimum of 10) and an assessment of these that indicates elements that should be considered in the development of the customized training program; presentation of the environmental scan results to the FNIHB, AFN and ITK representatives.
- undertake a literature review documenting which evidence-based approaches to progressive learning in cultural awareness and capacity development have demonstrated success and sustainability (minimum of 20). This review and its findings most relevant to the development of the customized training program will be presented to the FNIHB, AFN and ITK representatives.
- develop an outline of the proposed training program for feedback of FNIHB, AFN and ITK representatives (maximum of 10 pages).
- undertake engagement via Project Authority (PA) appointed focus groups with FNIHB, AFN and ITK representatives to obtain input on content and approach of the training program (minimum of 6 groups with 8-10 participants). The Contractor will produce a summary report (14 days after all of the groups are completed) of the focus group outcomes, including more detailed notes for each focus group shared with participants (14 days after completion of each group).
- present a first draft of the training curriculum to FNIHB, AFN and ITK representatives (approximately 50 pages). Input received will be incorporated into a Draft 2.0 within 30 days of receiving the consolidated input (FNIHB will take responsibility for obtaining input from all parties).

Phase 2: Peer Review

- present Draft 2.0 of the training curriculum to a peer review advisory panel assembled from experts and representatives selected by FNIHB, AFN and ITK and intended to advise them of any gaps, issues, and also strengths of the proposed curriculum.
- provide materials to the peer review panel 30 days prior to the meeting date.
- provide to Panel participants, FNIHB, AFN and ITK, a summary of feedback for validation 14 days after the meeting.

Input from the peer review will be incorporated into Draft 3.0 within 14 days of the Panel meeting.

Phase 3: Senior Management Committee Approval

The Contractor will draft 3.0 of the training curriculum that will be presented to the NFNHTN and CCOH, the NICOH and the SMC of Policy and Planning with the use of an overview deck (60 minutes – 30 min deck presentation; 30 mins facilitated discussion). Input gathered from the NFNHTN, CCOH and NICOH will be collated and form Draft 4.0. This draft will be presented to SMC, and input from SMC will be considered as the final curriculum Version 5.0.

Phase 4: Options for Curriculum Delivery

The Contractor will develop 3 options for delivery of the curriculum as follows:

- Remote delivery;
- Face to face delivery; and,

- Hybrid model – remote/face to face delivery.

These options will not be considered as exclusive of one another, but could all be delivered considering the geographic diversity facing FNIHB staff locations.

Each option will include:

- Step by step instructors' guide;
- Detailed capacity and technical requirements;
- Estimated costs of delivery per participant (with minimum number of participants identified as applicable);
- Pros/cons for each option;
- Presentation materials for instructors; and,
- Any other tools deemed required for curriculum delivery of each option by the Contractor.

Options (Draft 1.0) will be presented to FNIHB, AFN and ITK representatives for review/discussion, and then brought for consultation to the NFNHTN, CCOH, NICOH and SMC. One round of comments will be obtained (FNIHB will coordinate collation) and options and supporting materials revised (Draft 2.0) within 30 days of receipt of comments.

Phase 5: Capacity to Deliver the Training

On the basis of the selected option(s) by FNIHB, AFN and ITK, the Contractor must develop a strategy to deliver the training. Such capacity will include:

- Final training materials;
- Technical platforms (videos, e-presentations, etc.);
- Qualified trainers; and,
- Other supports as defined by the contractor

Phase	Deliverables	Estimated Timeframe/Level of Effort	Format	Acceptance Method
1	<ul style="list-style-type: none"> • Environmental scan • Literature Review • Outline of Training Program • Focus Group Individual Reports (6) • Focus Group Summary Report • Draft 1.0 Curriculum • Draft 2.0 Curriculum 	<ul style="list-style-type: none"> • 5 days • 10 days • 2 days • 6 days • 0.5 days • 3 days • 1 day 	Word documents – English (approx. 50 pages)	FNIHB, Director General, Strategic Policy, Planning and Information (Project authority representative) email concurrence with cc. to AFN and ITK representatives
2	<ul style="list-style-type: none"> • Summary of Peer Review Feedback • Draft 3.0 Curriculum 	<ul style="list-style-type: none"> • 2 days • 1 day 	Word documents - English	Same as above
3	<ul style="list-style-type: none"> • Overview deck of draft 3.0 • Draft 4.0 Curriculum • Overview deck of draft 4.0 	<ul style="list-style-type: none"> • 0.5 day • 0.5 day • 0.5 day 	Word documents - English	Same as above

	<ul style="list-style-type: none"> • Draft 5.0 Curriculum 	<ul style="list-style-type: none"> • 0.5 day 		
4	Options for Curriculum Delivery <ul style="list-style-type: none"> • Draft 1.0 • Draft 2.0 	<ul style="list-style-type: none"> • 3 days • 1 day 	Word documents - English	Same as above
5	Capacity to Deliver Training <ul style="list-style-type: none"> • Material, HR, Technical and other capacity • Pilot test • Refinement of training capacity 	<ul style="list-style-type: none"> • 7 days • 2 days • 2 days 		Same as above
Total	15 Deliverables	47.5 days		

The Contractor will present the pilot test training to designated group determined by the Project Authority. Refinements to the training delivery will be completed on the basis of the pilot test results.

No employee information (or personal identifiers) can be gathered by the contractor, as information about an identifiable employee's evaluation on a course is Protected B information.

Information which is to be used in the development of the contracted product(s), as reference material or otherwise made available to the contractor, must be unclassified material and considered to be releasable to the public by PHAC/HC and/or The Government of Canada.

No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

A summary of each phase for this requirement is provided in the table below. Payments will be processed after each phase has been successfully completed.

2.2. Specifications and Standards

All presentations should be:

- Be visually engaging
- Be developed in a manner to avoid duplication of information
- Necessary adjustments to curriculum should be made from consultation and resubmitted electronically

2.3. Technical, Operational and Organizational Environment

The 2012 Strategic Plan and Accountability Framework provide an overview of the strategic priorities, core functions exercised by headquarter and regional offices and governance structure of the Branch.

The AFN and ITK are the main external partners in this work. Their involvement will be aimed at advocating for the accurate representation of First Nations and Inuit cultures, peoples, health priorities and healthcare contexts in the training curriculum. The FNIHB-AFN Engagement Protocol and Inuit

Health Approach describe the shared principles, goals and engagement mechanisms that will need to be respected in the work as it unfolds.

In order to ensure that FNIHB end-users of the training are well represented in the work, a small advisory group made up of national/regional employees will be struck to guide and advise the Director General of Strategic Policy, Planning and Information (DG-SPPI) who will represent FNIHB in providing feedback to the Contractor from FNIHB's viewpoint, and in accepting the deliverables on behalf of FNIHB, AFN and ITK across all phases of the work. In Phase 3 and 4, SMC Committee approval will be required, although the DG-SPPI will formally accept the deliverable on behalf of SMC pursuant to the presentation and feedback incorporated into Draft 2.0.

2.4. Method and Source of Acceptance

Should the work or any portion of the work not be in accordance with the requirements of the contract, the Project Authority will have the right to reject it or require its correction.. Health Canada will consider the work completed and satisfactory if the Contractor meets all task, deliverables and activities specified in Sections 2.1 and 2.2.

All deliverables must be submitted to the PA for review and acceptance. The PA may have portions of the deliverables reviewed. Some deliverables may require more than one (1) review. Any document that fails to meet the established criteria will have to be revised at the Contractor's expense.

2.5. Reporting Requirements

The Contractor must submit one (1) electronic copy of a report to the PA representative outlining the accomplishments for the given period, open issues and upcoming milestones on a bi-monthly basis.

2.6. Project Management Control Procedures

The individual identified in the resulting contract as the Project Authority will:

- Meet with the Contractor to commence work on the project;
- Provide coordination and liaison support to the contractors for access to AFN and ITK, and the FNIHB SMC, as well as for the peer review process;
- A minimum of monthly meetings with the Contractor will be set up by FNIHB with AFN and ITK to present review progress;
- Provide a staff liaison to the Contractor for gathering information, coordinating meetings/access to personnel, coordinating the translation of deliverables;
- Set up internal FNIHB employee advisory group;
- Liaise with AFN and ITK representatives throughout all phases of the project, including kick-off and during acceptance of deliverables;
- Ensure the staff liaison disseminates information provided by the Contractor to project participants (including the internal FNIHB employee advisory group, AFN and ITK networks, SMC secretariat and others as required), and scheduling of any requested/required meetings with the Contractor to review progress with AFN and ITK representatives present;
- Receive and disseminate Contractor bi-weekly status reports, and ensure feedback within five (5) working days;
- Coordinating participants for the training pilot test; and

- Ensure the contract will be brought in on time, on budget and of acceptable quality.

3. Additional Information

3.1. Authorities

To be named upon Contract award.

3.2. Canada's Obligations

Canada will provide the Contractor with access to:

- Relevant government and departmental policies and procedures, publications, reports, studies, etc.;
- Access to facilities for meetings and presentations, and the training pilot test;
- Access to a main staff liaison who will be available to coordinate activities;
- Provide comments on bi-monthly progress reports within five (5) working days;
- Translation of deliverables from English to french; and,
- Provide other assistance or support required during the contract period including provision of video conferencing if required.

3.3. Contractor's Obligations

- Unless otherwise agreed to by the PA, the Contractor must use its own equipment and software for the performance of this Statement of Work.

3.4 Location of Work, Work site and Delivery Point

The performance of work is to be conducted at a location determined by the contractor. The contractor must be available to participate in meetings via teleconference, video conference or in person upon the request of the Project Authority.

3.5 Language of Work

Both Official Languages, English and French will be the language of work. The Project Authority will be responsible for translation of the deliverables, if required. It is expected that the Contractor may be required to deliver the pilot test in French.

3.6 Insurance Requirements

The Contractor must obtain and maintain an appropriate level of professional liability insurance coverage.

3.7 Travel and Living

Refer to Annex "B" – Basis of Payment 2.2 Travel and Living Expenses.

4. Project Schedule

4.1. Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately 8 months commencing upon date of contract signing.

5. Applicable Documents and Glossary

5.1. Applicable Documents

- Strategic Plan 2012 <http://www.hc-sc.gc.ca/fniah-spnia/pubs/strat-plan-2012/index-eng.php>
- Accountability Framework 2012 Annex “D”
- FNIHB-AFN Engagement Protocol 2014 Annex “E”
- Inuit Health Approach 2014 Annex “F”
- United Nations Declaration on the Rights of Indigenous Peoples http://www.un.org/esa/socdev/unpfii/documents/DRIPS_en.pdf
- Truth and Reconciliation Commission of Canada: Calls to Action http://www.trc.ca/websites/trcinstitution/File/2015/Findings/Calls_to_Action_English2.pdf
Additional Consideration
- First Nations Mental Wellness Continuum Framework http://publications.gc.ca/collections/collection_2015/sc-hc/H34-278-1-2014-eng.pdf
- Government of Canada Ministerial Mandate Letters <http://pm.gc.ca/eng/mandate-letters>

AFN – Assembly of First Nations

CCOH – Chiefs Committee on Health

DG-SPPI – Director General of Strategic Policy, Planning and Information

FNI – First Nations and Inuit

FNIHB – First Nations and Inuit Health Branch

ITK – Inuit Tapiriit Kanatami

NFNHTN – National First Nations Health Technicians Network

NICoH – National Inuit Committee on Health

NIHB – Non-Insured Health Benefits

PA – Project Authority

RFP – Request for Proposal

SOW – Statement of Work

SMC – Senior Senior Management Committee

TRC – Truth and Reconciliation Commission

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 \$upon contract award, 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. 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. PHASE 1		\$_____
#2. PHASE 2		\$_____
#3. PHASE 3		\$_____
#4. PHASE 4		\$_____
#5. PHASE 5		\$_____
Subtotal (excluding GST/HST)		\$_____
Estimated travel costs inclusive of GST		\$_____
Estimated applicable taxes		\$_____
TOTAL		\$_____

2.2. Travel and Living Expenses

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

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

Estimate travel and living expenses (inclusive of GST/HST) Estimate = \$upon contract award

ANNEX C – SECURITY REQUIREMENTS

1. CONTRACT SECURITY CLAUSES

In the opinion of the Security signatory, there are no security requirements pertinent to this contracting process based on the information provided.