



**A1. HEALTH CANADA BID RECEIVING UNIT
FEDERAL RECORDS CENTRE BUILDING**

161 Goldenrod Driveway, Tunney's Pasture
Loading dock of building #18,
Ottawa, ON K1A 0K9 CANADA
Business hours: 7h30 to 16h30

Attention: Benoît Galipeau / MAMD
Telephone: 613-941-2141
Solicitation #: 1000192998

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:

Benoît Galipeau
Senior Procurement and Contracting Officer
Materiel and Asset Management Division
Chief Financial Officer Branch
Ottawa, Ontario

Telephone: 613-941-2141
Fax: 613-941-2645
E-mail: benoit.galipeau@canada.ca

**THIS CONTRACT CONTAINS A
SECURITY REQUIREMENT**

A3. TITLE First Nation Chemical Sampling Program, Health Canada First Nation and Inuit Health Branch, Ontario Region	
A4. BID CLOSING DATE February 23, 2018	
A5. SOLICITATION NUMBER 1000192998	A6. ISSUE DATE January 11, 2018
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: <ol style="list-style-type: none"> 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 <ul style="list-style-type: none"> Annex A – Statement of Work Annex B – Basis of Payment Annex C – Security Requirements 	
A10. BID DELIVERY Bids must be received by no later than 14:00 (2 p.m) on February 20, 2018 (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, and will be returned to the Bidder unopened .	
A11. BID VALIDITY Bids will remain valid for a period of three hundred (300) 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) copy of a Covering Letter, signed by an authorized representative of the Bidder; • Three (3) copies of the Technical Bid; • One (1) copy of the Certifications – Section V and, • One (1) copy of Financial Bid – Section III contained in separate envelope <p>Please refer to Section 1 – Bid Submission Requirement, point 1.2 for further instructions.</p>	
A13. INTELLECTUAL PROPERTY The Contractor Will Own Copyright as per Appendix 1.	

TABLE OF CONTENTS

SECTION I – BID SUBMISSION REQUIREMENTS

- 1.1 Required Information
- 1.2 Submission of the Bid
- 1.3 Greening Government Operations
- 1.4 Direct Deposit Payments
- 1.5 Security Requirements

SECTION II – BID EVALUATION PROCEDURES AND EVALUATION CRITERIA

- 2.1 Bid Evaluation Procedures
- 2.2 Evaluation Criteria

SECTION III – FINANCIAL BID

- 3.1 Pricing Schedule

SECTION IV – GENERAL INSTRUCTIONS

SECTION V – CERTIFICATIONS

- 5.1 Certifications with the Bid
- 5.2 Certifications precedent to Contract Award and Additional Information

APPENDIX 1 – RESULTING CONTRACT CLAUSES

- 1. General Information
 - 1.1 Contact Information
 - 1.2 Period of the contract
 - 1.3 Security Requirements
 - 1.4 Basis of Payment
 - 1.5 Method of Payment
 - 1.6 Invoicing Instructions
- 2. General Conditions
- 3. Terms of Payment
- 4. Intellectual Property

ANNEX A – STATEMENT OF WORK

APPENDIX A – REPORTING TO WATERTRAX

APPENDIX A2 - MAP

ANNEX B – BASIS OF PAYMENT

- 1. Basis of Payment
- 2. Price Breakdown

ANNEX C – SECURITY REQUIREMENTS

- 1. Contract Security Clauses
- 2. Security Requirements Checklist (SRCL)

ANNEX D – INSURANCE REQUIREMENTS

ANNEX E - TO SECTION V OF THE BID SOLICITATION

ANNEX F – ADDITIONAL CERTIFICATION

SECTION I – BID SUBMISSION REQUIREMENTS

1.1 REQUIRED INFORMATION

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

- a. comply with all the requirements of the RFP;
- b. meet all the mandatory technical evaluation criteria;

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

1.2 SUBMISSION OF THE BID

BID SENT BY MAIL

You are invited to submit your bid in either official language (English or French) of both the Technical and Cost Proposals.

Bids sent by fax will not be accepted. All bids must be date and time stamped at the Bid Receiving Unit. Bidders should ensure that their name, address, the Closing Date, and the solicitation number are clearly marked on their envelopes or parcels. The RFP Reference Number and the name of the RFP Authority must be marked on all documents, binders and respective envelopes.

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

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

1.3 GREENING GOVERNMENT OPERATIONS

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

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

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

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

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

1.4 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.

1.5 SECURITY REQUIREMENTS

The Bidder must meet the security requirements identified in the Resulting Contract Clauses and Security Requirements Checklist which are included in Annex C of this RFP. This security requirement must be met at **Contract Award**.

SECTION II – BID EVALUATION PROCEDURES AND EVALUATION CRITERIA

2.1 BID EVALUATION PROCEDURES

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

2.1.2 Only technical bids that meet the mandatory technical criteria will be further evaluated on the basis of the Bidder's Financial Bid.

2.1.3 If a technical bid is found to be non-responsive, its accompanying Financial Bid will be returned unopened to the Bidder with a note indicating that the Bid was, consequently, non-responsive.

2.1.4 Supplier Selection Method

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
 - c. obtain the required minimum of 36 points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.
 - d. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
2. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70 %** for the technical merit and **30 %** for the price.
3. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70 %**.
4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30 %**.
5. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
6. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest

combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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 proposed Laboratory must be accredited by the Standards Council of Canada or by an Accreditation Body Recognized by the Ontario Ministry of Environment and Climate Change. A copy of the certification must be submitted with the Proposal		
MT2	The Bidder proposed Laboratory must be licensed by the Ontario Ministry of Environment and Climate Change (MOECC) and must be valid. A copy of the license must be submitted with the proposal		
MT3	The Bidder Laboratory must be located within the First Nations and Inuit Health Branch, Ontario Region. Bidder must identify the Specific Zone of Ontario as to where their Laboratory is located - Southern, Thunder Bay West, Thunder Bay East, and Sioux Lookout.		
MT4	Bidder must provide a summary of previous projects related to chemical water testing, completed by the Proponent and/or Joint Venture within the last five (5) years. The summary must include names of organizations, brief descriptions of projects (no more than 1 paragraph each) and durations.		

MT5	<p>The bidder must identify two (2) Project Managers.</p> <p>One Project Manager will be the main contact for this project; and the other Project Manager will be the Back-up.</p> <p>The bidder must demonstrate that the proposed resources have' experience in a similar role relevant to the services being sought.</p> <p>What must be submitted; Curriculum vitae (CV) of the proposed resources who will be assigned to this project. CV should be attached for each Assigned Personnel, maximum two pages each (not included in the overall proposal page count).</p> <p>CV should contain the following information;</p> <p>i. Academic and other relevant qualifications such as current professional accreditation and designations. The Proponent should be able to provide documentation of accreditation and/or licenses on request;</p> <p>ii. Number of years of experience in a similar role relevant to the services being sought.</p>		
MT6	<p>Bidder must demonstrate in their proposal that they have a Quality Assurance and Quality Control system in place.</p> <p>What must be submitted;</p> <p>A summary of the current quality control methods and reporting mechanisms used to deal with the performance and quality assurance of the work provided by the bidder organization.</p>		
MT7	<p>Bidder must demonstrate that they have experience in submitting results within 48 hours of completion of analysis in the WaterTrax database system or a similar online database system.</p>		

2.2.2 Point-rated Technical Criteria

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

#	Point-Rated Technical Criteria	Maximum points allocated	Actual Score	Cross-Reference to bid (<i>indicate page #</i>)
RT1	<p>The bidder should provide a summary of previous projects related to chemical water testing.</p> <p>What must be submitted:</p> <p>A description of the projects (total of six pages maximum). The selected projects must have been completed during the last five years. Bidder should clearly identify relevance to the scope of services required.</p> <p>For the project cited, the following information must be provided:</p> <ul style="list-style-type: none"> i) project commencement and completion dates; ii) Project location; iii) Description of your exact role and scope of services on that project; and iv) Name and telephone number of the client contact. <p>Bidder must indicate duration of project - points based on duration (years of experience)</p> <p>>3 Projects - 15 points</p> <p>3 Projects - 10 points</p> <p>2 Projects - 6 points</p> <p>1 Project - 2 points</p> <p>0 Projects - 0 points</p>	15		

RT2	<p>Resources competencies and experience:</p> <p>The bidder should provide the name of main Project Manager that would be assigned to this project.</p> <p>Bidder must demonstrate that the proposed resource have experience within the last 5 years in managing completed projects which involved chemical water testing.</p> <p>>3 Projects - 15 points</p> <p>3 Projects - 10 points</p> <p>2 Projects - 6 points</p> <p>1 Project - 2 points</p> <p>0 Projects - 0 points</p>	15		
RT3	<p>Methodology / Workplan:</p> <p>The bidder should clearly outline its approach and proposed methodology to meet the requirement, as well as the degree of success expected. The proposed technical approach must be compliant with the requirement of the Statement of Work provided as part of the bid solicitation. Sufficient detail should be provided to demonstrate the Bidder's grasp of the requirement and the Bidder's competence to meet it.</p> <p>What must be submitted, includes but not limited to;</p> <p>a) Approach including methods and human resources to address the services indicated in Annex a – Statement of Work.</p> <p>b) Details on delivery sample collection bottles and supplies within 24 hours upon request.</p> <p>c) Details on handling emergency analysis requests</p>	20		

	<p>d) Details on the turnaround time for reporting of results</p> <p>e) Details on the organization process for entering results into the WaterTrax system or a similar system.</p> <p>Approach is sound and competent, with details. – 20 points</p> <p>Approach is sufficient – 10 points</p> <p>Approach is not acceptable – 0 points</p>			
RT4	<p>The Bidder should state any degree of awareness of possible constraints that can be anticipated and explain how it would address these constraints.</p> <p>What must be submitted:</p> <p>The bidder must explain, in its own words the constraints and challenges, including validating compliance with referenced and applicable Regulation(s).</p> <p>What we are looking for as a minimum:</p> <p>a) The proposal states any major difficulties that are anticipated and explains how to address these difficulties.</p> <p>2 Constraints - 10 points</p> <p>1 Constraint - 5 points</p> <p>0 Constraint - 0 points</p>	10		
	Maximum points available	60		
	Minimum points acceptable	36		
Total Points Awarded:				

SECTION III – FINANCIAL BID

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

Limitation of Expenditure

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

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

3.1 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.

3.2 Exchange rate fluctuation protection is not offered.

3.3 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.

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)

Not applicable.

c. Other Expenses (GST/HST included)

Not applicable.

d. Goods and Services Tax/Harmonized Sales Tax

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

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

SECTION V – CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the **Forms for the Integrity Regime** website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

1.2 Set-aside for Aboriginal Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). If the below certification is not provided by the Bidder, the bid will be evaluated as being from a non-Aboriginal business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.

1. The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

1. The Bidder must check the applicable box below:

iv. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

v. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

2. The Bidder must check the applicable box below:

vi. The Aboriginal business has fewer than six full-time employees.

OR

vii. The Aboriginal business has six or more full-time employees. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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

2 Certifications Precedent to Contract Award and Additional Information

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

2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the **Ineligibility and Suspension Policy** (<http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a

Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the **Employment and Social Development Canada (ESDC) - Labour's** website (<https://www.canada.ca/en/employment-socialdevelopment/programs/employment-equity/federal-contractor-program.html#>)

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

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

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

2.3 Additional Certifications Precedent to Contract Award

2.3.1 Status and Availability of Resources

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

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

2.3.2 Education and Experience

SACC Manual clause **A3010T** (2010-08-16) Education and Experience

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:

TBD at Contract Award.

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:

TBD at Contract Award.

1.2. PERIOD OF THE CONTRACT

The initial period of the Contract will be from contract award date to March 31, 2019.

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

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

1.3. SECURITY REQUIREMENTS

The Security Requirements (SRCL and related clauses provided by ISP) presented in Annex C – Security Requirements apply and form part of the Contract.

1.4. BASIS OF PAYMENT

Refer to Annex B

1.5. METHOD OF PAYMENT

1.5.1. MONTHLY PAYMENTS

Payment for services rendered will be made by Canada to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the Work performed, the progress towards the completion of the tasks/deliverables identified in the Contract and the number of person days expended, and the certificate of the Project Authority that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the Work.

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)

2. GENERAL CONDITIONS

GC1. Interpretation

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

GC2. Date of Completion of Work and Description of Work

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

GC3. Successors and Assigns

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

GC4. Subcontractors

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

GC5. Assignment

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

GC6. Time of the Essence and Excusable Delay

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

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

GC7. Indemnification

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

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

GC8. Notices

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

GC9. Termination for Convenience

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

GC10. Termination Due to Default of Contractor

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

- 10.1.1 the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract; or
- 10.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 10.2. In the event that the Minister terminates the Work in whole or in part under GC10.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for all or part of the Work to be completed that was so terminated, and the Contractor shall be liable to Canada for any excess costs relating to the completion of the Work.
- 10.3. Upon termination of the Work under GC10.1, the Minister may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or Work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Canada shall pay the Contractor for all finished Work delivered pursuant to the direction of, and accepted by, the Minister, the Cost to the Contractor of the finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable Cost to the Contractor of all materials or Work-in-process delivered pursuant to the direction. Canada may withhold from the amounts due to the Contractor the sums that the Minister determines to be necessary to protect Canada against excess Costs for the completion of the Work.
- 10.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Dollar Value applicable to the Work or the particular part of the Work.

GC11. Records to be Kept by Contractor

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

GC12. Conflict of Interest

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

GC13. Contractor Status

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

GC14. Conduct of the Work

- 14.1. The Contractor represents and warrants that:
- a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 14.2. The Contractor must:
- a. perform the Work diligently and efficiently;
 - b. except for Government property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- 14.3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.

GC15. Member of Parliament

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

GC16. Protection of Work

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

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

- 16.1.1. is publicly available from a source other than the Contractor; or
 - 16.1.2. is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
- 16.2. When the Contract, the Work, or any information referred to in GC16.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada,
- 16.2.1. the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including any other instructions issued by the Minister; and
 - 16.2.2. the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

GC17. Contingency Fees, Auditing and Public Disclosure

- 17.1. The Contractor declares that the Contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a Contingency Fee to any individual for the solicitation, negotiation or obtaining of this Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act* R.S.C., 1985, c. 44 (4th Supp.).
- 17.2. All accounts and records relating to any payment by the Contractor of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounting and auditing provisions of this Contract.
- 17.3. The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* - relating to the Contract.
- 17.4. If the Contractor makes a false declaration under clause 17.1 or 21.1 or fails to comply with the terms set out in clause 17.2 or 17.3, it is an act of default under the Contract and the Contractor agrees, in addition to any other remedies that may be available against the Contractor, to immediately return any advance payments and agrees that the Contracting Authority may terminate the Contract in accordance with the default provisions of this Contract.
- 17.5. In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is

- calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms.
- GC18. Work Force Reduction Programs**
- 18.1. The Contractor acknowledges and agrees that any person, including the Contractor, carrying out this Contract, shall make available to the Contracting Authority any details of the status of the person with respect to cash out benefits as well as details of any pension payments under work force reduction programs.
- 18.2. The Contractor shall, if asked in writing and where necessary, sign or cause to have signed on behalf of any person, a waiver of privacy with respect to any and all information in relation to any such benefits and payments.
- GC19. Amendments**
- 19.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment. For greater certainty, to be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- GC20. Replacement Personnel**
- 20.1. The Contractor shall provide the services of the persons named in its bid and any additional persons necessary to perform the Work and provide the services required under this Contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.
- 20.2. Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Contracting Authority. In such case the Contractor shall notify the Contracting Authority in writing and provide:
- 20.2.1. the reason for the removal of the named person from the project;
- 20.2.2. the name of the proposed replacement;
- 20.2.3. an outline of the qualifications and experience of the proposed replacement; and
- 20.2.4. an accepted security clearance certificate, if applicable.
- 20.3. The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence Work. Any change in the terms and conditions of this Contract which result from a replacement of personnel shall be effected by a contract amendment.
- 20.4. Notwithstanding the foregoing, the Contractor is required to perform the Work and provide the services in accordance with the terms of this Contract.
- GC21. Criminal Code of Canada**
- 21.1. The Contractor agrees to comply with the Code of Conduct for Procurement (the "Code") and to be bound by its terms. The Code can be accessed at the following Internet address: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html> Furthermore, in addition to the Code, the Contractor must comply with the terms set out in this section.
- 21.2. The Contractor declares and it is a term of this Contract that the Contractor has, and any of the Contractor's employees assigned to the performance of the Contract have, not never been convicted of an offence, other than an offence for which a pardon has been granted under the following sections of the *Criminal Code* of Canada:
- 21.2.1. Section 121, Frauds on the government;
- 21.2.2. Section 124, Selling or purchasing office; or
- 21.2.3. Section 418, Selling defective stores to Canada.
- GC22. Inspection/Acceptance**
- 22.1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
- GC23. Taxes**
- 23.1. Federal governments and agencies are to pay Applicable Taxes.
- 23.2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 23.3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 23.4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 23.5. Tax Withholding of 15 Percent – Canada Revenue Agency Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.
- GC24. Title**
- 24.1. Except as otherwise provided in the Contract including the intellectual property provisions, and except as provided in subsection 24.2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
- 24.2. Except as otherwise provided in the intellectual property provisions of the Contract, upon any payment being made to the Contractor for or on account of materials, parts, Work-in-process or finished Work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, Work-in-process and finished Work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
- 24.3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, Work-in-process or finished Work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the Contract. The Contractor shall be

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

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

GC33. Transportation Costs

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

GC34. Contract administration and dispute resolution

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

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

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

IP1. Contractor to Own Intellectual Property Rights

1.0 Interpretation

In the Contract,

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

3.0 Contractor to Own Intellectual Property Rights in Foreground Information

- 3.1 All Intellectual Property Rights in the Foreground Information belong to the Contractor as soon as they come into existence.
 - 3.2 Despite the Contractor’s ownership of all the Intellectual Property Rights in the Foreground Information, Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the Contract, including manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.
 - 3.3 Any personal information, as defined in the *Privacy Act*, R.S. 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
 - 3.4 If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. The Contractor’s Intellectual Property rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by Canada or the personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.
- 4.0 **Licenses to Intellectual Property Rights in Foreground and Background Information**
- 4.1 As Canada has contributed to the cost of developing the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise the Intellectual Property Rights in the Foreground Information for Canada’s activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially in competition with the Contractor and transfer or assign ownership of it. The Contractor also hereby grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information. These licenses cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap license or any other kind of packaging, attached to any deliverable.
 - 4.2 For greater certainty, Canada’s licenses include, but are not limited to:
 - a. the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;

- b. the right to disclose the Foreground and Background Information to other governments for information purposes;
- c. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
- d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
- i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
 - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
- e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract and to reproduce, use, modify, improve or translate the Software.
- 4.3 The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.
- 4.4 Where the Intellectual Property Rights in any Foreground Information are or will be owned by a subcontractor at any tier, the Contractor shall either obtain a license from that subcontractor that permits compliance with subsections IP 4.1 and IP 4.2 or arrange for the subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
- 4.5 The Contractor represents and warrants that it has the right to grant to Canada the licenses and any other rights to use the Foreground and Background Information. If the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party to grant promptly any required license directly to Canada.
- 4.6 Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada's information only to perform the Contract. If the Contractor wants to use any information owned by Canada for the commercial exploitation or further development of any of the Foreground Information, the Contractor must obtain a license from the Minister. In its request for a license to the Minister, the Contractor must explain why the license is required and how the Contractor intends to use the information. If the Minister agrees to grant a license, its terms will be negotiated between the Contractor and the Minister and may include the payment of a compensation to Canada.
- 5.0 **Transfer or License of Contractor's Rights**
- 5.1 During the Contract, the Contractor must not sell, transfer, assign or license the Foreground Information without first obtaining the Contracting Authority's written permission.
- 5.2 After the Contract, the Contractor is not required to obtain Canada's permission to transfer ownership in the Foreground Information but any transfer must be subject to all Canada's rights to use the Foreground Information. Furthermore, after the Contract, if the Contractor grants a license or any other right (other than a transfer of ownership) to a third party to use the Foreground Information, the Contractor is not required to notify Canada, but the license or right granted must not affect Canada's rights in any way. If the Contractor at any time transfers ownership or grants rights in the Foreground Information that interfere in any way with Canada's rights to use the Foreground Information, the Contractor must, if requested by Canada, immediately take all steps necessary to restore Canada's rights. If the Contractor is not successful in doing so, within the time reasonably required by Canada, the Contractor must immediately reimburse Canada for all costs Canada incurs to do so itself.
- 5.3 The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee (including the conditions of the transfer), assignee or licensee referred to in this subsection and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- 5.4 If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section IP 2.1, the Minister may, by giving notice to the Contractor, require the Contractor to convey to Canada all the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed, including the rights owned by subcontractors. In the case of Intellectual Property Rights in the Foreground Information that have been sold or assigned to a third party, the Contractor must pay to Canada on demand, at Canada's discretion, the fair market value of the Intellectual Property Rights in the Foreground Information or an amount equal to the payment received by the Contractor from the sale or assignment of the Intellectual Property Rights in the Foreground Information.
- 5.5 In the event of the issuance of a notice from the Minister, the Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights as the Minister may require. The Contractor must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for any registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case of an invention.
- 5.6 If the Contractor uses the Foreground Information to develop any new product or any improvement in any existing product, the Contractor agrees that, if Canada wishes to purchase such new or improved product, the Contractor must sell them to Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Canada's financial contribution to the development of those products.

6.0 Waiver of Moral Rights

6.1 If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the Copyright Act, R.S. 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a

deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

ANNEX A – STATEMENT OF WORK

1.0 Title

First Nation Chemical Sampling Program, Health Canada, First Nation and Inuit Health Branch, Ontario Region.

1.1 Introduction

Health Canada, First Nations and Inuit Health Branch (FNIHB) Ontario Region requires the services of a licenced and accredited laboratory to perform chemical analysis of drinking water supplies for First Nations in Ontario Region (please see 1.5 for a listing of communities).

The contractor must be licensed by the Ontario Ministry of Environment and Climate Change (MOECC) and accredited by the Standards Council of Canada or by an Accreditation Body recognized by the MOECC to perform the work outlined in this RFP. The testing will be conducted according to the most current requirements of Ontario Regulation 170/03 under the Safe Drinking Water Act (SDWA). A copy of the act and accompanying regulations can be found on the Government of Ontario E-Laws site (<http://www.e-laws.gov.on.ca>).

1.2 Objective

The objective is to meet the requirements of Ontario Regulation 170/03 chemical testing requirements for water systems in the First Nation communities. The data from the sample analysis is to be inputted into WaterTrax™ within 48hrs of lab completion. To have one central laboratory to submit samples. FNIHB will utilize this information to advise the individual First Nations on the status of their drinking water supplies.

The initial proposed period of the work would be from the date of contract award to March 31, 2019 inclusive. With an option to extend the term of the Contract by up to two (2) additional one year period(s) from April 1, 2019 to March 31, 2020 and from April 1, 2020 to March 31, 2021 under the same conditions.

1.3 Relevant Terms, Acronyms and Glossaries:

HC = Health Canada
 FNIHB = First Nations Inuit Health Branch
 EHO = Environmental Health Officer
 SDWA = Safe Drinking Water Act (Ontario)
 MOECC = Ministry of Environment and Climate Change
 MAC = Maximum Acceptable Concentration
 IMAC = Interim Maximum Acceptable Concentration

1.4 Background, Assumptions and Specific Scope of the Requirement

FNIHB, Ontario Region is responsible for assisting First Nations communities in establishing monitoring programs of drinking water systems. The provincial government in Ontario utilizes Ontario Regulation

170/03 under the SDWA for all of its municipally regulated water systems. This department will use this regulation as a reference guide in determination of sampling requirements.

Although Health Canada has a number of laboratories conducting analytical testing, due to logistical considerations and the specialized types of analyses required, an accredited laboratory still must be used by FNIHB Ontario.

1.5 Physical Boundaries

One contract will be awarded for FNIHB Ontario Region and will cover four (4) distinct areas: Southern, Thunder Bay West, Thunder Bay East, and Sioux Lookout

SOUTHERN

There are five specific areas of the FNIHB Southern Ontario Zone where field offices are located (Ottawa, Peterborough, Brantford, Orillia and London) with a total of 24 First Nations being provided Environmental Public Health Services. Courier pickup areas must be identified by the Contractor to allow First Nations easy access to submit samples for analysis.

<p>Peterborough Office Alderville First Nation Curve Lake First Nation Hiawatha First Nation Mississauga's of Scugog Island Mohawks of the Bay of Quinte (Tyendinaga)</p>	<p>Ottawa Office Algonquin of Pikwakanagan (Golden Lake) Mohawks of Akwesasne</p>
<p>Orillia Office Chippewas of Nawash (Cape Croker) Chippewas of Rama Saugeen Moose Deer Point Wahta Mohawks (Gibson) Beausoleil (Christian Island) Wasauksing First Nation (Parry Island) Chippewas of Georgina Island</p>	<p>London Office Chippewas of the Thames Aamjiivnaang (Chippewas of Sarnia) Chippewas of Kettle & Stony Point Oneida Nation of the Thames Munsee-Delaware Nation Walpole Island Moravian of the Thames</p>
<p>Brantford Office Six Nations of the Grand River Mississaugas of the New Credit</p>	

THUNDER BAY WEST

There are three specific areas of the FNIHB Thunder Bay West where field offices are located (Thunder Bay, Fort Frances and Kenora) with a total of 33 First Nations being provided Environmental Public Health Services. Courier pickup areas must be identified by the Contractor to allow First Nations easy access to submit samples for analysis.

<p>Thunder Bay Office Aroland Biinjitiwaabik Zaaging Anishnaabek (Rocky Bay) Fort William Ginoogaming Gull Bay (Kiashke Zaaging Anishinaabek) Long Lake #58 Marten Falls Namaygoosisagagun (Collins) Red Rock (Lake Helen) Whitesand Pays Plat Biigtigong Nishnaabeg (Pic River) Pic Mobert</p>	<p>Fort Frances Office Anishinaabeg of Naongashing (Big Island) Big Grassy Couchiching Lac La Croix Naicatchewenin (North West Bay) Nigigoosiminikaaning (Red Gut) Ojibways of Onigaming (Sabaskong) Rainy River Seine River Mitaanjigamiing (Stanjikoming)</p>
<p>Kenora Office Anishinabe of Wauzhushk Onigum (Rat Portage) Grassy Narrows (Asubpeeschoseenagon) Iskatewizaagegan #39 (Shoal Lake #39) Naotkamegwanning (Whitefish Bay) Northwest Angle #33 (Angle Inlet, Dog Paw) Animakee Wa Zhing #37 (Windego Island, Regina Bay) Obashkaandagaang (Washagamis Bay) Ochiichagwe'babigo'ining (Dalles) Shoal Lake #40 Wabaseemoong (Whitedog)</p>	

THUNDER BAY EAST

There are four specific areas of the FNIHB Thunder Bay East where field offices are located (Sault Ste Marie, Sudbury, Moose Factory and Timmins) with a total of 35 First Nations being provided Environmental Public Health Services. Courier pickup areas must be identified by the Contractor to allow First Nations easy access to submit samples for analysis.

<p>Sault Ste. Marie Office Batchewana Garden River Michipicoten Mississauga Sagamok Anishnawbek Serpent River Thessalon</p>	<p>Moose Factory Zone Attawapiskat Fort Albany Kashechewan Moose Cree Peawanuck (Weenusk)</p>
<p>Sudbury Office Aundeck-Omni-Kaning (Sucker Creek) Dokis Henvey Inlet M'Chigeeng (West Bay) Magnetawan Nipissing Shawanaga Sheguiandah Sheshegwaning Temagami Wahnapiatae Whitefish Lake Whitefish River (Birch Island) Wikwemikong Zhiibaahaasing (Cockburn Island)</p>	<p>Timmins Office Brunswick House Chapleau Cree Chapleau Ojibway Matachewan Mattagami Wahgoshing Taykwa Tagamou (New Post) Constance Lake</p>

SIoux LOOKOUT

A total of 32 First Nations being provided Environmental Health services. Courier pickup areas must be identified by the Contractor to allow First Nations easy access to submit samples for analysis

Bearskin Lake First Nation Kitchenuhmaykoosib Inninuwug (Big Trout Lake) Cat Lake First Nation Deer Lake First Nation Eagle Lake First Nation Eabametoong First Nation (Fort Hope) Fort Severn First Nation Kasabonika First Nation Keewaywin First Nation Kingfisher Lake First Nation Koocheching First Nation Lac Seul First Nation - Frenchman’s Head Lac Seul First Nation - Kejick Bay Lac Seul First Nation - Whitefish Bay Lac Seul First Nation - Pelican Falls School Neskantaga (Lansdowne House) McDowell Lake First Nation Muskrat Dam First Nation Mishkeegogamang (New Osnaburgh)	Slate Falls First Nation Ojibway Nation of Saugeen First Nation North Spirit Lake First Nation Pikangikum First Nation Poplar Hill First Nation Round Lake First Nation North Caribou Lake Sachigo Lake First Nation Sandy Lake First Nation Nibinamik (Summer Beaver) Wabigoon Lake Ojibway Nation Wabauskang First Nation Wapekeka First Nation Webequie First Nation Wawapekewin First Nation (Long Dog) Wunnimun Lake First Nation
--	---

2.0 Tasks, Activities, Deliverables and Milestones

Upon request from an Environmental Health Officer the Contractor will prepare and ship within 24 hours: chain of custody forms, sample collection bottles, transportation coolers, shipping instructions and re-freezable ice packs for water sample collections.

- a) The contractor must provide all supplies needed to collect the water samples.
- b) The contract must ship all the required supplies to and from each community or field office.
- c) The Contractor must direct sample pick up from each community or field office and have it delivered to their laboratory in a timely fashion.
- d) The contractor must analyze the samples and report back to the person who submitted the samples and the Environmental Health Officer within 24-48 hours once received at the laboratory.
- e) The contractor will be required to provide a chain of custody form, sample collection bottles, transportation coolers, re-freezable ice packs, courier service for shipment of supplies to First Nations/Health Canada offices and the return of samples.

- f) The Contractor will be responsible for inputting all results into WaterTrax™ (an internet based data collection system, please see Appendix “A” Reporting to WaterTrax™ and visit their website for more information - www.watertrax.com) after samples are analyzed. The chain of custody form will require space for input of a WaterTrax™ ID number. It is recommended you work with WaterTrax™ on this issue.
- g) Test results and associated information are considered confidential to the end users and FNIHB Ontario, and are not to be shared without expressed permission.
- h) Note: Shipping arrangements to and from the laboratory are the responsibility of the Contractor. Issues arising with transportation must be dealt with by the Contractor to ensure minimal disruption of sample movement and analysis.
- i) If a request for an emergency analysis is received from an Environmental Health Officer, then expedited turnaround time will be reduced to accommodate that analysis (24 hours if at all possible, depending on circumstances). In some cases, water samples may be delivered directly to the laboratory.
- j) Assembled sampling kits are to be shipped to each First Nation or field office by the Contractor. The number of sample kits and locations will be provided to the Contractor at the commencement of the contract during the initial meeting. Samples will be collected by a First Nation Employee (Water Treatment Plant Operator, Community Health Representative, or Community Health Nurse) or Environmental Health Officer. Samples will be taken and shipped to the Contractor. Sample collection and shipping will occur on the same day, when feasible.
- k) The Contractor will analyze the samples received for the parameters listed on the chain of custody. The Contractor will abide by the requirements of their license from the MOECC and their accreditation in the handling and testing of the samples received.
- l) There will also be a requirement to perform general chemistry testing throughout the life of this contract; the list of parameters can be found under Annex A - additional requirements. All samples are to be treated in the same manner as described in this document.
- m) Sample results are to be reported in a form that shows the parameter listed as a chemical compound and is also written out in full. It must also include the method detection limit, result, the maximum acceptable concentration (MAC) or the interim maximum acceptable concentration (IMAC) or the aesthetic objective(AO)/operational guideline (OG), whichever is applicable as per the SDWA, Ontario Regulation 169/03 Schedule 2 and 3 (<http://www.e-laws.gov.on.ca>) and the Guidelines for Canadian Drinking Water Quality.
- n) Result(s) that are above the MAC or IMAC, will be highlighted in the report and will require the immediate notification of the Environmental Health Officer for that community (voice to voice). A contact list with names and numbers will be provided at the onset of the contract or shortly thereafter as well as an after-hours on-call number; these lists will be updated as necessary.
- o) If there is an occurrence of an adverse sample result, the Contractor will immediately call the Environmental Health Officer responsible for the sample, or if outside the hours of 8am-4pm, Monday to Friday, the on-call Environmental Health Officer at the following number: 1-855-407-2676 (a listing with contact names and numbers will be provided for the life of the contract at the commencement of the

contract or shortly thereafter). The Contractor will also call the person who submitted the sample as identified on the chain of custody.

p) ***Southern, Thunder Bay East, Thunder Bay West, Sioux Lookout:*** Sample results are to be input into the WaterTrax™ program by the Contractor within 48 hours of completion. A report of results will be electronically mailed to the Environmental Health Officer responsible for that community within 48 hours of completion. A hard copy will also be sent to the First Nation the sample came from (attention to the person who submitted the sample) and possibly the Health Canada Environmental Health Officer (all addresses and contract names, numbers, and electronic mail addresses will be supplied at the commencement of the contract).

2.1 Specifications and Standards

Water samples submitted for testing are temperature and time sensitive and must be received by the laboratory at a specific temperature to permit testing. **Analysis of samples must be started within 48 hours of sample collection (the goal should be 24 hours);** with storage conditions of between 4°C - 10°C and not frozen at any point.

Sample results are to be input into the WaterTrax™ program within 48 hours of completion of analysis.

2.2 Technical, Operational and Organizational Environment

The Contractor must at all times of the contract be in possession of a license from the Ontario Ministry of Environment and Climate Change and be Accredited. If the successful bidder receives an order or direction to remedy a deficiency from a regulatory body which affects their licence/accreditation, they must inform the Departmental Representative by email within 24 hours.

Data collection is required, however only for Health Canada information and First Nation purposes. This information is for Health Canada and First Nations usage only and may not be given to other agencies or used for other purposes without expressed authorization of the Departmental Representative.

The Contractor(s) is expected to show expertise in this field and the continued license and accreditation status of the laboratory. Any problem with the accreditation must be rectified within 24 hours. If this is not done then the Contractor must notify our department of this within 24 hours. If the laboratory loses their accreditation, the contract will be terminated.

2.3 Method and Source of Acceptance

The Contractor will identify, at the end of the contract period, in a written statement that all samples that have been received throughout the contract period have been analyzed and entered into WaterTrax™.

2.4 Reporting Requirements

The Contractor will report (voice to voice) to the responsible Environmental Health Officer and the person who submitted the sample of any result that exceeds a MAC or IMAC on the same day as detection. If this is beyond the normal work day (8am to 4pm, Monday to Friday) the Contractor will use the on call Environmental Health Officer number. A copy of the report of analysis will be electronically mailed to the Environmental Health Officer responsible for the sample within 48 hours of completion of laboratory analysis.

A hard copy will also be sent to the First Nation the sample was from, attention to the person who took the sample and possibly applicable Health Canada Environmental Health Officer (all addresses and contact names, numbers, and electronic mail addresses will be supplied at the commencement of the contract or shortly thereafter).

A monthly verification report will be provided to each Technical Representative confirming analysis data have been uploaded into WaterTrax. This electronic report will be provided the first week of the following month.

2.5 Contractor Project Management Control Procedures

The payment schedule will be based on samples received, analyzed and uploaded into WaterTrax.

All invoices require the following certification signed by the Contractor or an authorized officer:

“I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Customs and Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor.”

3.0 Other Terms and Conditions of the SOW

Administration and invoicing questions must be directed to the applicable Senior Environmental Health Officer.

The Contractor will interact with the Technical Authority or their designate in dealing with technical matters. These personnel will have the knowledge to sort out most problems and to give approval to continue sample analysis based on their expertise in those areas. The contact names, numbers, and addresses will be provided at the commencement of the contract.

3.1 Health Canada’s Obligations

- a) Health Canada will provide phone numbers, fax numbers, cell phone numbers and email addresses of staff members and First Nation clientele, where available, and provide access to the WaterTrax™ database to allow input of test results. Support will be provided by the Environmental Health Officers in their geographical area of responsibility on matters dealing with water results.
- b) Under this contract(s), the Contractor(s) does not require any Government Furnished Equipment, access to documentation, networks or other associated items.
- c) Each Environmental Health Officer will be tasked with advising the Senior Environmental Health Officer if test results have not been received, completed or not been completed as directed.
- d) The Environmental Health Officers will advise the First Nations representatives of laboratory requirements and time guidelines and locations for submission of samples. This should be completed within one week of the contract being signed.

3.2 Contractor’s Obligations

- a) To meet the requirements set out in the contract(s).
- b) The individual identified in the proposal as the Project Manager shall review test results to ensure that all parameters tested for have been completed.

3.3 Location of Work, Work Site and Delivery Point

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

3.4 Language of Work

The language of work will be English.

Appendix “A” - Reporting to WaterTrax™

Requirements for Labs for Reporting to the WaterTrax Service for Health Canada, FNIHB

Reports shall be submitted electronically to the WaterTrax Agency Service immediately upon completion of analysis and finalizing of results. In no case shall the time between completion of analysis and submission of results exceed 48 hours.

For technical specifications, refer to the documents:

Becoming a WaterTrax Data Partner Laboratory Report File Specification wtx_2.0

(the most recent versions available from WaterTrax Inc.).

Reports that are rejected by the WaterTrax system shall be fixed and resubmitted.

Labs shall include the following “fields” of information in addition to the mandatory fields that are included in the WaterTrax Laboratory Report File Format WTX_2.0.

LAB SAMPLE COMMENT

Field 14 in WaterTrax Laboratory Report File Format WTX_2.0

Please use the Lab Sample Comment field to report the name of the sampling point (often referred to as the “Sample Description” or “Sample Location”) as it appears on the Chain of Custody or Sample Submission Form. Including the name of the sampling point in this field allows us to confirm that we provided the correct sampling point locator, and therefore that the data was transferred to the correct sampling point in the WaterTrax database.

ANALYTICAL METHOD

Field 20 in WaterTrax Laboratory Report File Format WTX_2.0

The Analytical Method field should be the name or description of the analytical method used to measure or detect the analyte. For example, the Standard Methods for the Examination of Water and Wastewater test for Metals by Inductively Coupled Plasma/Mass Spectrometry might be reported as “APHA 3125” or “SM 3125”. Please do not use an internal lab code that would have no meaning to the report recipient.

DETECTION LIMIT

Field 21 in WaterTrax Laboratory Report File Format WTX_2.0

Please always report the detection limit. This is particularly important for non-detect (ND) and over-range (OR) results, so that the result will display as “<x” or “>x” in WaterTrax.

LAB RESULT COMMENT

Field 19 in WaterTrax Laboratory Report File Format WTX_2.0

Please indicate the reporting of field results (results submitted on the requisition form that are not based on lab analysis) in Field 19 with the text “Field data reported by client”. This allows us to identify and separate lab and field results when creating reports. We understand that WaterTrax will soon add a flag field to the file format to make this easier.

APPENDIX "A2" MAP



ANNEX B – BASIS OF PAYMENT

1. BASIS OF PAYMENT

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

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

2. PRICE BREAKDOWN

2.1. Pricing Schedule

Your Price Proposal must include the cost for entry of data into WaterTrax™, post sampling containers disposal services, courier costs, and all other requirements noted.

PRICING SCHEDULE - INITIAL CONTRACT PERIOD (CONTRACT AWARD TO MARCH 31, 2019)

ITEM 1

SCHEDULE 23 Ontario Safe Drinking Water Act, Regulation 170/03

INORGANIC PARAMETERS

1. Antimony
2. Arsenic
3. Barium
4. Boron
5. Cadmium
6. Chromium
7. Mercury
8. Selenium
9. Uranium

Water O. Reg. 170/03, Schedule 23. \$ _____ per Sample _____ HST
(Based on 300 Estimated samples)

ITEM 2

SCHEDULE 24 Ontario Safe Drinking Water Act, Regulation 170/03

ORGANIC PARAMETERS

Parameter

- | | |
|--|---|
| 1. Alachor | 23. Diuron |
| 2. Atrazine + N-dealkylated metabolites | 24. Glyphosate |
| 3. Azinphos-methyl | 25. Malathion |
| 4. Benzene | 26. 2-Methyl-4-chlorophenoxyacetic acid |
| 5. Benzo(a)pyrene | 27. Methoxychlor |
| 6. Bromoxynil | 28. Metribuzin |
| 7. Cabaryl | 29. Monochlorobenzene |
| 8. Carbofuran | 30. Paraquat |
| 9. Carbon Tetrachloride | 31. Pentachlorophenol |
| 10. Chlorpyrifos | 32. Phorate |
| 11. Diazinon | 33. Picloram |
| 12. Dicamba | 34. Polychlorinated Biphenyls (PCB) |
| 13. 1,2-Dichlorobenzene | 35. Prometryne |
| 14. 1,4-Dichlorobenzene | 36. Simazine |
| 15. 1,2-dichloroethane | 37. Terbufos |
| 16. 1,1-Dichloroethylene (vinylidene chloride) | 38. Tetrachloroethylene (perchloroethylene) |
| 17. Dichloromethane | 39. 2,3,4,6-Tetrachlorophenol |
| 18. 2,4-Dichlorophenol | 40. Triallate |
| 19. 2,4-Dichlorophenoxy acetic acid (2,4-D) | 41. Trichloroethylene |
| 20. Diclofop-methyl | 42. 2,4,6-Trichlorophenol |

21. Dimethoate
22. Diquat

43. Trifluralin
44. Vinyl Chloride

Water O. Reg. 170/03, Schedule 24. \$ _____ per Sample _____ HST
(Based on 300 Estimated samples)

Additional Requirements

ITEM 3

General Chemistry

No.	Parameter or Element
1	Hardness
2	Alkalinity
3	Iron (Fe)
4	Chloride (Cl)
5	pH at laboratory
6	Fluoride (F)
7	Colour
8	Turbidity
9	Sulphide (as H ₂ S)
10	Sulphate (SO ₄)
11	Sodium (Na)
12	Aluminum (Al)
13	Conductivity
14	Ammonia (NH ₃)
15	Nitrite (NO ₂)
16	Nitrate (NO ₃)
17	Manganese (Mn)
18	Lead (Pb)
19	Magnesium (Mg)

\$ _____ per sample _____ HST
(Based on 200 Estimated samples)

<u>Item 4</u>	Trihalomethanes	\$ _____ per sample _____	HST
<u>Item 5</u>	Sodium	\$ _____ per sample _____	HST
<u>Item 6</u>	Nitrite / Nitrate	\$ _____ per sample _____	HST
<u>Item 7</u>	Lead	\$ _____ per sample _____	HST
<u>Item 8</u>	Fluoride	\$ _____ per sample _____	HST
<u>Item 9</u>	Gross alpha, Gross beta	\$ _____ per sample _____	HST
<u>Item 10</u>	BTEX	\$ _____ per sample _____	HST
<u>Item 11</u>	Haloacetic acids (HAAs)	\$ _____ per sample _____	HST
<u>Item 12</u>	Microcystin LR (blue green algae toxins)	\$ _____ per sample _____	HST
<u>Item 13</u>	Chlorite/Chlorate	\$ _____ per sample _____	HST
<u>Item 14</u>	Bromate	\$ _____ per sample _____	HST
<u>Item 15</u>	NDMA	\$ _____ per sample _____	HST
<u>Item 16</u>	Uranium	\$ _____ per sample _____	HST
<u>Item 17</u>	Cost of shipment of cooler containers with water samples to your location.		

Area	Estimated Qty	Unit Cost	HST
Peterborough Communities	30		
Ottawa Communities	10		
Orillia Communities	30		
Brantford Communities	20		
London Communities	30		
Thunder Bay Communities	35		
Fort Frances Communities	25		
Kenora Communities	25		
Sault Ste. Marie Communities	20		
Sudbury Communities	35		
Timmins Communities	20		
Moose Factory Communities	20		
Sioux Lookout Communities	50		

* Any restrictions on weight or cooler sizes included in the cost of shipping must be described below:

Total Cost for Initial Period : \$_____

Taxes : \$_____

Pricing Schedule - Option Year One (April 1, 2019 to March 31, 2020)

Your Price Proposal must include the cost for entry of data into WaterTrax™, post sampling containers disposal services, courier costs, and all other requirements noted.

ITEM 1

SCHEDULE 23 Ontario Safe Drinking Water Act, Regulation 170/03

INORGANIC PARAMETERS

1. Antimony
2. Arsenic
3. Barium
4. Boron
5. Cadmium
6. Chromium
7. Mercury
8. Selenium
9. Uranium

Water O. Reg. 170/03, Schedule 23. \$ _____ per Sample _____ HST
(Based on 300 Estimated samples)

ITEM 2

SCHEDULE 24 Ontario Safe Drinking Water Act, Regulation 170/03

ORGANIC PARAMETERS**Parameter**

- | | |
|--|---|
| 1. Alachor | 23. Diuron |
| 2. Atrazine + N-dealkylated metabolites | 24. Glyphosate |
| 3. Azinphos-methyl | 25. Malathion |
| 4. Benzene | 26. 2-Methyl-4-chlorophenoxyacetic acid |
| 5. Benzo(a)pyrene | 27. Methoxychlor |
| 6. Bromoxynil | 28. Metribuzin |
| 7. Cabaryl | 29. Monochlorobenzene |
| 8. Carbofuran | 30. Paraquat |
| 9. Carbon Tetrachloride | 31. Pentachlorophenol |
| 10. Chlorpyrifos | 32. Phorate |
| 11. Diazinon | 33. Picloram |
| 12. Dicamba | 34. Polychlorinated Biphenyls (PCB) |
| 13. 1,2-Dichlorobenzene | 35. Prometryne |
| 14. 1,4-Dichlorobenzene | 36. Simazine |
| 15. 1,2-dichloroethane | 37. Terbufos |
| 16. 1,1-Dichloroethylene (vinylidene chloride) | 38. Tetrachloroethylene (perchloroethylene) |
| 17. Dichloromethane | 39. 2,3,4,6-Tetrachlorophenol |
| 18. 2,4-Dichlorophenol | 40. Triallate |
| 19. 2,4-Dichlorophenoxy acetic acid (2,4-D) | 41. Trichloroethylene |
| 20. Diclofop-methyl | 42. 2,4,6-Trichlorophenol |
| 21. Dimethoate | 43. Trifluralin |
| 22. Diquat | 44. Vinyl Chloride |

Water O. Reg. 170/03, Schedule 24. \$ _____ per Sample _____ HST
(Based on 300 Estimated samples)

Additional Requirements**ITEM 3**

General Chemistry

No.	Parameter or Element
1	Hardness
2	Alkalinity
3	Iron (Fe)
4	Chloride (Cl)
5	pH at laboratory
6	Fluoride (F)
7	Colour
8	Turbidity
9	Sulphide (as H ₂ S)
10	Sulphate (SO ₄)
11	Sodium (Na)
12	Aluminum (Al)
13	Conductivity
14	Ammonia (NH ₃)
15	Nitrite (NO ₂)
16	Nitrate (NO ₃)
17	Manganese (Mn)
18	Lead (Pb)
19	Magnesium (Mg)

\$ _____ per sample _____ HST
(Based on 200 Estimated samples)

Item 4 **Trihalomethanes** \$ _____ per sample _____ HST

Item 5 **Sodium** \$ _____ per sample _____ HST

Item 6 **Nitrite / Nitrate** \$ _____ per sample _____ HST

Item 7 **Lead** \$ _____ per sample _____ HST

Item 8 **Fluoride** \$ _____ per sample _____ HST

Pricing Schedule - Option Year Two (April 1, 2020 to March 31, 2021)

Your Price Proposal must include the cost for entry of data into WaterTrax™, post sampling containers disposal services, courier costs, and all other requirements noted.

ITEM 1

SCHEDULE 23 Ontario Safe Drinking Water Act, Regulation 170/03

INORGANIC PARAMETERS

1. Antimony
2. Arsenic
3. Barium
4. Boron
5. Cadmium
6. Chromium
7. Mercury
8. Selenium
9. Uranium

Water O. Reg. 170/03, Schedule 23. \$ _____ per Sample _____ HST
(Based on 300 Estimated samples)

ITEM 2

SCHEDULE 24 Ontario Safe Drinking Water Act, Regulation 170/03

ORGANIC PARAMETERS**Parameter**

- | | |
|--|---|
| 1. Alachor | 23. Diuron |
| 2. Atrazine + N-dealkylated metabolites | 24. Glyphosate |
| 3. Azinphos-methyl | 25. Malathion |
| 4. Benzene | 26. 2-Methyl-4-chlorophenoxyacetic acid |
| 5. Benzo(a)pyrene | 27. Methoxychlor |
| 6. Bromoxynil | 28. Metribuzin |
| 7. Cabaryl | 29. Monochlorobenzene |
| 8. Carbofuran | 30. Paraquat |
| 9. Carbon Tetrachloride | 31. Pentachlorophenol |
| 10. Chlorpyrifos | 32. Phorate |
| 11. Diazinon | 33. Picloram |
| 12. Dicamba | 34. Polychlorinated Biphenyls (PCB) |
| 13. 1,2-Dichlorobenzene | 35. Prometryne |
| 14. 1,4-Dichlorobenzene | 36. Simazine |
| 15. 1,2-dichloroethane | 37. Terbufos |
| 16. 1,1-Dichloroethylene (vinylidene chloride) | 38. Tetrachloroethylene (perchloroethylene) |
| 17. Dichloromethane | 39. 2,3,4,6-Tetrachlorophenol |
| 18. 2,4-Dichlorophenol | 40. Triallate |
| 19. 2,4-Dichlorophenoxy acetic acid (2,4-D) | 41. Trichloroethylene |
| 20. Diclofop-methyl | 42. 2,4,6-Trichlorophenol |
| 21. Dimethoate | 43. Trifluralin |
| 22. Diquat | 44. Vinyl Chloride |

Water O. Reg. 170/03, Schedule 24. \$ _____ per Sample _____ HST
(Based on 300 Estimated samples)

Additional Requirements**ITEM 3**

General Chemistry

No.	Parameter or Element
1	Hardness
2	Alkalinity
3	Iron (Fe)
4	Chloride (Cl)
5	pH at laboratory
6	Fluoride (F)
7	Colour
8	Turbidity
9	Sulphide (as H ₂ S)
10	Sulphate (SO ₄)
11	Sodium (Na)
12	Aluminum (Al)
13	Conductivity
14	Ammonia (NH ₃)
15	Nitrite (NO ₂)
16	Nitrate (NO ₃)
17	Manganese (Mn)
18	Lead (Pb)
19	Magnesium (Mg)

\$ _____ per sample _____ HST
(Based on 200 Estimated samples)

Item 4 **Trihalomethanes** \$ _____ per sample _____ HST

Item 5 **Sodium** \$ _____ per sample _____ HST

Item 6 **Nitrite / Nitrate** \$ _____ per sample _____ HST

Item 7 **Lead** \$ _____ per sample _____ HST

Item 8 **Fluoride** \$ _____ per sample _____ HST

ANNEX C – SECURITY REQUIREMENTS

1. CONTRACT SECURITY CLAUSES

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

2. SECURITY REQUIREMENTS CHECKLIST (SRCL)



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité Protected B

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Health Canada		2. Branch or Directorate / Direction générale ou Direction First Nations and Inuit Health Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Laboratory analysis of drinking water from First Nation communities in Ontario for chemical parameters.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Protected B





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
Protected B

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

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

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

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

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

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

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

Special comments:
Commentaires spéciaux: _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Protected B

Canada



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité Protected B

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Protected B





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité Protected B

PART D - AUTHORIZATION / PARTIE D - AUTCRISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Shaun Mackie		Regional Environmental Health Manager	<i>[Handwritten Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
519-751-6446	519-751-6517	shaun.mackie@hc-sc.gc.ca	Jun 8/17
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Graham Dawes		Regional Security Manager	dawes, graham <small>Digitally signed by dawes, graham DN: c=CA, o=GC, ou=HC-SC, cn=dawes, graham Date: 2017.06.08 12:57:29 -04'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
647-938-8316		graham.dawes@hc-sc.gc.ca	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Protected B



ANNEX D – INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

m. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

B. ERRORS AND OMISSIONS LIABILITY INSURANCE

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX E – TO SECTION V OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a **federally regulated employer** being subject to the **Employment Equity Act**.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and A5.1. The Bidder certifies already having a valid and current **Agreement to Implement Employment Equity (AIEE)** in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

ANNEX F ADDITIONAL CERTIFICATIONS

1. Board of Directors

In accordance with Section 1, Integrity Provisions – Offer, Offerors are required to provide a list of their Board of Directors before contract award. Offerors are requested to provide this information in their bid.

Director Name - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.