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Innovative Solutions Canada Program Call for Proposals – COVID-19 Testing Stream

Date: April 9, 2020

Solicitation No.: EN578-20ISCD/01

GETS Reference Number:

Closing date: Please refer to the individual Thematic Call tender notices on [BuyandSell.gc.ca](https://buyandsell.gc.ca).

Proposal submission details are included in this Call for Proposals document.

Issuing Office:

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PART 1 - GENERAL INFORMATION

1.1 Introduction and Procurement Approach

Innovation, Science and Economic Development Canada's (ISED) Innovative Solutions Canada (ISC) Program helps Canadian innovators by funding research and development (R&D) and testing prototypes in real-life settings.

As a result of the current Covid-19 pandemic, Public Works and Government Services Canada (PWGSC) is issuing this Thematic Call for Proposals (CFP) on behalf of ISED and participating testing departments, to solicit proposals with intent of procuring, testing and evaluating R&D pre-commercialized goods and services in response to the Covid-19 pandemic.

Details related to each Theme, including available funding, the duration and the specific closing date, will be published under the Thematic Notice on the Buy and Sell website.

This CFP invites proposals for the Testing Stream (formerly known as the Build in Canada Innovation Program).

1.2 Innovative Solutions Canada (ISC) Thematic Call for Proposals

ISC launched this Thematic CFP to seek innovations that will help Canada respond to Covid-19 and enhance Canada's capacity in research and development on medical equipment and countermeasures. Testing Departments partner with the ISC to identify requirements that will respond to the Covid-19 demand. Testing Departments will also evaluate proposals and select successful proposals from the pool of pre-qualified proposals. Testing Stream Notices will be published inviting proposals that fall within the medical and non-medical themes

Themes issued under the ISC Testing Stream CFP will be published and will be listed in the Notice of Proposed Procurement (NPP).

Details related to the Testing Stream CFP will be published under the Thematic Notices.

The ISC program consists of two streams – Challenge and Testing and this CFP addresses entry into the Testing Stream.

For direct entry into the Testing Stream, please see the Testing Stream Thematic Call for Proposals below and on the [ISC website](#). You should only apply to the Testing Stream if your Innovation is within [technology readiness level \(TRL\) 7 to 9](#).



1.3 Who Can Submit a Proposal

Bidders are required to certify program eligibility as part of their proposal. Selected Bidders will be required to re-certify eligibility at any phase under the ISC program.

- Canadian Bidder: The Bidder must meet the definition of a Canadian Bidder.
- Canadian Content: 80% of the financial proposal costs, must be Canadian goods or Canadian services, as defined in the Canadian Content certification.
- Ownership: The Bidder must be the owner of the Intellectual Property (IP) for the proposed innovation, or have a licence to the IP rights from a Canadian licensor for the proposed innovation and not be infringing on any IP rights.
- Pre-Commercial Status: The proposed innovation must not be openly available in the marketplace, and must not have been previously sold on a commercial basis as of the date of this bid submission.
- Previously Pre-qualified Innovation: The proposed innovation or any other versions of the proposed innovation must not have been previously awarded a contract in the Build in Canada Innovation Program (BCIP) or its predecessor, the Canadian Innovation Commercialization Program (CICP), nor in the Innovative Solutions Canada (ISC) Challenge Stream, and it is not currently active in a pool of pre-qualified Innovations.
- Maximum Funding: The Bidder's Financial Proposal must not exceed \$550,000 (Taxes, shipping costs and travel & living expenses are extra, as applicable).
- Program Eligibility: The Bidder's proposal must be aligned with the mandate of the ISC Testing Stream where Canada procures, through a Contract, the Bidder's Innovation with the purpose of testing it in an operational environment.

1.4 Trade Agreements

Canadian Free Trade Agreement (CFTA) applies to this procurement.

Notes regarding application of the CFTA to this Call for Proposals:

The process described in this Call for Proposals has the unique outcome that the types of innovative goods and services that are being proposed are not responding to an already identified government requirement, but rather are informing that need. Therefore, only one supplier, the proponent of a pre-qualified proposal will be considered to meet the requirements of the associated procurement.

Therefore, in accordance with CFTA Articles 513 (1) (f), this procurement may choose not to apply Articles 504.5 through 504.10, Article 506, Article 507, Article 508.5, Article 508.6, Article 509.7, Article 509.8, Articles 510 through 512, Article 514 and Article 515.

North American Free Trade Agreement

This procurement consists of Research and Development services which are excluded from the application of the *North American Free Trade Agreement (NAFTA)* as per Annex 1001.1b-2, Section B.



World Trade Organization – Agreement on Government Procurement

Research and Development services are excluded from the application of the World Trade Organization - Agreement on Government Procurement (WTO-AGP) under Appendix 1, Annex 4 as they are not one of the applicable commodities listed in this agreement.

Canada-European Union Comprehensive Economic and Trade Agreement

Research and Development services are excluded from the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) as per Annex 19-5 as they are not one of the applicable commodities listed in this agreement.

Comprehensive and Progressive Agreement for Trans-Pacific Partnership

Research and Development services are excluded from the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) as per Chapter 15 A, Section E.1.

1.5 Canadian Content

[A3050T \(2018-12-06\) Canadian Content Definition](#)

This requirement is limited to Canadian goods and/or services.

The Bidder must be Canadian. A Canadian bidder is defined as a Bidder having a place of business in Canada where the Bidder conducts activities on a permanent basis that is clearly identified by name and accessible during normal working hours.

1.6 Conflict of Interest

The Contractor, its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the Work and/or in the production of the deliverables under any resulting Contract will not be precluded from bidding on any potential future bid solicitation related to the production or exploitation of any concept or prototype developed or delivered.

1.7 Potential Conditions

The following may apply to the resulting contract(s):

1.7.1 Security Requirements

There may be security requirements associated with the resulting contracts. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of PWGSC at <http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

1.7.2 Controlled Goods Program



Any resulting contract may be subject to the Controlled Goods Program. Refer to [Controlled Goods Program Website](#).

1.7.3 Comprehensive Land Claim Agreements

The region of delivery for the goods and/or services may be subject to Comprehensive Land Claims Agreements (CLCAs).

1.7.4 Intellectual Property

The default position of Canada is to allow contractors to retain their IP ownership

- General Conditions 2040 (2018-06-21), found at: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2040/18>
- Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, found at: <http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>

1.8 Procurement Strategy for Aboriginal Business

Requirements that are set aside under the federal government Procurement Strategy for Aboriginal Business will be identified as such in the individual Testing Stream tender notice. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

1.9 Attachments

The following appendices form part of Testing Stream's Thematic Call for Proposals:

Appendix 1 - Evaluation Grid

Appendix 2 – Categories and Themes

Appendix 3 - Definitions

Appendix 4 - Draft Resulting Contract Clauses

Appendix 5 - Certifications and Additional Information



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

Term (used in this document)	Term (2003 Standard Instructions)
Call for Proposals (CFP)	Solicitation
Proposal	Bid

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

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

The [2003 \(2019-03-04\) Standard Instructions - Goods or Services - Competitive Requirements](#), are incorporated by reference into and form part of the CFP, and are amended as follows:

(a) Section 05, Submission of Bids, subsection 2(d):

Delete: In its entirety.

(b) Section 05, Submission of Bids, subsection 4:

Delete: Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.

Insert: Proposal Validity Period and Pre-Qualification Period

During the evaluation period, proposals will remain open for acceptance for a period of not less than 90 days from the Thematic CFP closing date. Upon pre-qualification of a proposal, the proposal will remain open for acceptance for a period of eighteen (18) months (“Pre-Qualification Period”) from the date of Pre-Qualification. Once the Pre-Qualification Period ends, a proposal is no longer eligible for Contract award. Canada reserves the right to modify the Pre-Qualification Period at any time for any reason. A Bidder may withdraw their proposal by providing written notice to the Contracting Authority.

(c) **Delete** the following sections in their entirety:

- Section 06 Late Bids
- Section 07 Delayed Bids
- Section 08 Transmission by Facsimile or by epost Connect
- Section 09 Customs Clearance

(d) Section 14, Price Justification:



Delete: In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

Insert: For all Pre-Qualified Proposals eligible for Contract award, the Bidder must provide, on Canada's request, one or more of the following price justification:

2.2 Enquiries – Solicitation Period

All enquiries must be submitted in writing to the Contracting Authority **no later than (5) five calendar days** before the Testing Stream Notice closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the Solicitation Documents to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada. Bidders are encouraged to visit the Testing Stream's Frequently Asked Questions in the Testing Stream Notice.

2.3 Contracting Authority

The Contracting Authority for the Testing Stream solicitation is:

Public Works and Government Services Canada

Procurement Branch

Innovation Procurement Directorate (IPD): TPSGC.PASIC_COVID19-APISC_COVID19.PWGSC@tpsgc-pwgsc.gc.ca

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice at time of the Contract award process.

2.5 Public Announcements (For Department of National Defence (DND))

For the Department of National Defence (DND), The Government of Canada retains the right to make primary contract announcements. Canada and the Contractor shall consult with each other, after contract award, about all proposed news releases or public announcements relating to the Contract. This is to provide all parties sufficient notice of key project communications, and, where appropriate, the time to determine a course of action (including a mutually agreed date and location), line up representatives and prepare joint material. Notwithstanding the advance notice requirement, consent



shall not be unreasonably withheld by either Party if a news release or public announcement must be issued in less than 15 business days as the result of unforeseeable circumstances, including matters of public safety or where an emergency response is required.

2.6 Public Announcements (For non-DND)

As a courtesy and in order to coordinate any public announcements pertaining to any resulting contract, the Government of Canada requests that successful Bidders notify the Contracting Authority 5 business days in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. The Government of Canada retains the right to make primary contract announcements.

2.7 Certifications

[A3015T \(2014-06-26\) – Certifications - Bid](#)

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



PART 3 - PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

3.1 Proposal Submission

- 3.1.1** Bidders are solely responsible for ensuring their proposal is received by PWGSC by the Thematic Notice closing date and time. Proposals received after the specified period will not be considered.
- 3.1.2** Bidders must submit their proposal using the Testing Stream Electronic Proposal Submission Form. The form can be found by clicking the “Propose a solution” button on the ISC website under the specific Stream the Bidder is responding to. Proposals that are submitted in an alternate format will not be accepted unless prior approval has been obtained from the Contracting Authority at: TPSGC.PASIC_COVID19-APISC_COVID19.PWGSC@tpsgc-pwgsc.gc.ca.
- 3.1.3** When a proposal is submitted, an automated email is sent to the Bidder. This email serves as confirmation of receipt.
- 3.1.4** If a large number of Bidders access the web-based system at the same time, the electronic submission of proposals may be delayed.
- 3.1.5** Bidders who are not able to submit their proposal using the web-based system must contact the Contracting Authority at TPSGC.PASIC_COVID19-APISC_COVID19.PWGSC@tpsgc-pwgsc.gc.ca to arrange delivery of their proposal. This includes the submission of proposals with a security level exceeding Protected B.
- 3.1.6** All proposals submitted will be bound by the same terms, conditions and limitations. For all proposals submitted, any text submitted above the character limit specified in the Testing Stream Electronic Proposal Submission Form will not be evaluated.
- 3.1.7** In the event that a proposal is submitted electronically and through an alternate mean for the same solution, the electronic proposal will take precedence unless otherwise specified by the Bidder.
- 3.1.8** Bidders may submit proposals for one or more Innovations and themes separately. Bidders must only submit one proposal per Innovation and theme. If more than one proposal is submitted for the same Innovation or theme, only the last proposal submission will be considered. The last proposal submission will be determined by the system time stamp. Each proposal will be evaluated separately on its own merit.

3.2 Proposal Submission Difficulties

- 3.2.1** Should there be technical difficulties accessing or using the web-based system, or the Testing Stream Electronic Proposal Submission Form, Bidders must contact the



Contracting Authority at: TPSGC.PASIC_COVID19-APISC_COVID19.PWGSC@tpsgc-pwgsc.gc.ca.

3.3 Technical Proposal

- 3.3.1** The Bidder's responses to the evaluation criteria presented in the Testing Stream Electronic Proposal Submission Form will form the Bidder's Technical Proposal. Bidders should respond to each criterion in a thorough, concise and clear manner. Bidders should explicitly demonstrate, in sufficient detail, how all criteria are met.
- 3.3.2** To maintain the integrity of the evaluation, evaluators will consider only information presented in the proposal. No information will be inferred and personal knowledge or beliefs will not be utilized in the assessment. Canada will not evaluate information such as references to Web site addresses where additional information can be found.

3.4 Financial Proposal

- 3.4.1** Bidders must complete the Financial Proposal set out in the Testing Stream Electronic Proposal Submission Form. Responses provided in the Form will form the Bidder's Financial Proposal under the CFP.
- 3.4.2** The Bidder's Financial Proposal should not exceed the maximum contract funding level specified in the Testing Stream Thematic CFP Notice. Any dollar value exceeding the maximum contract funding amounts will be the Bidder's commitment of co-investment funding to a resulting contract.
- 3.4.3** Should a proposal be pre-qualified and selected, the Financial Proposal submitted will be negotiated in accordance with the Statement of Work (SOW) and must be in accordance with the PWGSC Contract Cost Principles 1031-2.
- 3.4.4** The financial proposal must not include costs for commercial development activities such as quantity production, supply to establish commercial viability, integration, customization, incremental adaptations and improvements to existing products or processes that have been previously commercialized, third party testing or the cost of obtaining health and safety/regulatory certifications.
- 3.4.5** The Testing Stream does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

3.5 Certifications and Additional Information

- 3.5.1** Certifications required with the Bidder's proposal are identified in the Testing Stream Electronic Proposal Submission Form.
- 3.5.2** Certifications and additional information that may be required precedent to contract award are identified in Appendix 5 – Certifications and Additional Information.



PART 4 - EVALUATION PROCEDURES, BASIS OF SELECTION AND CONTRACT AWARD PROCESS

4.1 Evaluation Procedures

- (a) Proposals will be assessed in accordance with the entire requirement and the evaluation criteria identified in the Testing Stream Electronic Proposal Submission Form in accordance with Appendix 1 - Evaluation Grid.
- (b) An evaluation team composed of the National Research Council – Industrial Research Assistance Program (NRC-IRAP), and/or subject matter experts from other government departments will evaluate proposals. If required, Canada may use external Subject Matter Experts to evaluate any proposal. All evaluators will be required to confirm they are not in a conflict of interest, and sign a non-disclosure agreement.
- (c) In conducting its evaluation, Canada may, but will have no obligation to, request clarifications from the Bidder regarding information provided by the Bidder with respect to any aspect of their proposal. This must not be construed as:
 - i. an opportunity to provide supplemental information; or
 - ii. an intent to pre-qualify the proposal; or
 - iii. an intent to contract with the Bidder.

The Bidder must provide a response to the written request for clarification or verification issued by the Contracting Authority in accordance with the provisions of the request, which may include a time period in which to provide the response. Failure to comply with the request may result in the proposal being declared non-responsive and given no further consideration.

4.1.1 Evaluation Criteria

Part 1 – Mandatory Criteria

Canada will first evaluate the mandatory criteria. Proposals must meet all mandatory criteria in order to proceed to Part 2. Proposals that do not meet all mandatory criteria will be considered **non-responsive** and will not proceed to Part 2.

Part 2 – Mandatory - Screening Criteria and Mandatory Point Rated Screening Criteria:

Proposals that have proceeded to Part 2 will be evaluated against the Screening Criteria and Point Rated Screening Criteria. Proposals must meet all mandatory screening and point rated screening criteria in order to proceed to Part 3. Proposals that do not meet all mandatory Screening Criteria and Point Rated Screening Criteria will be considered non-responsive and will not proceed to Part 3.

Part 3 – Point Rated Criteria



Proposals that have proceeded to Part 3 will be evaluated against the point rated criteria. Proposals must achieve an overall minimum pass score of 96 points in order to be considered responsive and be placed in the Pool of Pre-Qualified Proposals for the Testing Stream.

4.2 Pool of Pre-Qualified Proposals

The purpose of the Testing Pool is to create a list of potential innovations for each Theme that Canada may select from.

Proposals that are deemed responsive and meet all other requirements of the CFP will be considered pre-qualified and placed in a pre-qualified pool for the duration of the pre-qualification period. Once a pre-qualification period expires, a proposal is no longer considered pre-qualified and cannot be considered for contract award.

Pre-Qualified proposals will be placed in a pool for the specific Theme referenced in the proposal. The establishment of pre-qualified pools does not constitute a commitment on the part of Canada to award contracts. **Placement into the Pool does not guarantee that a proposal will be selected or that a contract will be awarded.**

4.3 Proposal Selection

Pre-qualified proposals will be considered for contracts. Proposals which earn the highest overall pass mark may not be the proposals selected. Selection from a pool of pre-qualified proposals does not guarantee that a contract will be awarded. The Contract Award Process outlined in section 4.4 must be completed prior to a contract being awarded.

Two scenarios exist for proposal selection:

1. Proposal is reviewed and selected by the interested Testing Department for contract negotiations. Contract Award Process (section 4.4) will be followed.
2. Proposal is reviewed but not selected by the interested Testing Department; however, it has been placed in the pre-qualified pool. Canada may revisit a pool at any time prior to the end of the pre-qualification period and make additional selections. This is at Canada's sole discretion.

4.3.1 Method of Selection

Canada will share the pool of pre-qualified proposals with each testing department participating in the program. Each testing department considers the evaluation results of the Pre-Qualified Proposals and examines multiple parameters, such as but not limited to:

- Departmental and/or Government of Canada priorities,
- The strength of individual proposals
- Similar initiatives being funded by the Department and/or Government of Canada
- Project types and technology readiness levels

The testing departments may select one proposal, more than one proposal or no proposal under a specific Thematic Notice. **The decision to select a proposal is at the sole discretion of the testing department.**



Federal Departments/agencies, may choose to select proposals, provided that there are no significant deviations from the original scope of the thematic CFP. The same basis of selection and contract award process will apply.

4.3.2 Debriefing

Each Bidder will be issued a detailed debrief letter noting the final results of the evaluation. Upon receipt of the evaluation results, Bidders may contact the Contracting Authority to discuss the results of their proposal evaluation within 10 business days of the date of receipt of the debrief letter.

4.4 Contract Award Process

To be considered for contract award a proposal must:

- a) comply with all the requirements of the thematic CFP solicitation;
- b) be placed in a Testing Stream Pool of Pre-Qualified Proposals;
- c) be selected by a Testing Department; and
- d) successfully complete the Contract Award Process as detailed in sections 4.4.1 to 4.4.3 and 4.5 of this CFP before expiry of the Pre-Qualification Period.

If an agreement at any step of the process cannot be reached between Canada and the Bidder, Canada reserves the right to stop the contract award process with the Bidder and dissociate the funds.

The Contract Award process is as follows:

4.4.1 Statement of Work

Canada and the Bidder will work together to develop a Statement of Work (SOW). The SOW will clearly and concisely define the tasks to be performed and the deliverables to Canada. The SOW may be re-scoped to ensure Canada's needs are met within the framework of the ISC Program.

4.4.2 Financial Capability

The Contracting Authority may request financial information to verify the Bidder's capacity to undertake the Work.

If a Bidder fails to demonstrate adequate financial resources to complete the Work a contract may not be awarded.

The following financial documents may be requested by the Contracting Authority:

- Audited and/or unaudited financial statements
- Balance sheet
- Statement of retained earnings
- Income statement
- Detailed monthly cash flow statement
- Statement showing bank account balance
- Certification from authorized signing officer attesting to the accuracy of information



- Any other financial-related documents

4.4.3 Contract Negotiations

Upon completion of the SOW, the Contracting Authority will:

- (a) request a cost breakdown and provision of price support from the bidder to support the costs;
- (b) request additional certifications and other information required before contract award; and
- (c) provide a draft copy of the contract terms and conditions.

The Contracting Authority must verify that all costs are fair and reasonable. If a cost cannot be supported the cost may not be included in the contract. Failure to achieve consensus on any aspect of the negotiations will result in the proposal being set aside and not given any further consideration.

4.5 Contract Award

Upon successful completion of all steps in the Contract Award Process, internal approval will be sought and the Bidder's proposal will be recommended for contract award.

4.6 Increased Scope

If at any time during the Contract Award process, Canada determines there is a clear benefit to do so in support of the fight against COVID-19, Canada reserves the right to augment the scope of the testing of an innovation to a contract value of up to \$5 million (Taxes, shipping costs and travel & living expenses are extra, as applicable).

5.0 Commercial Buy

Canada may decide, after successfully testing the innovation, to commercially buy from businesses whose innovations are ready for commercialization which addresses the Government of Canada's response against the COVID-19 pandemic.



PART 5 - SUBSEQUENT PURCHASES FOR TESTING STREAM

5.1 Subsequent Purchases Period

The period to award a research and development (R&D) Contract (also referred to as “subsequent purchases Contracts”) to acquire additional quantities under the subsequent purchases for testing component of the Innovative Solutions Canada (ISC) begins on the date indicated on page 1 of the initial ISC contract and ends three years later.

5.2 Objective

The objective of subsequent purchases Contracts is to allow the same, different or several Government of Canada Departments to conduct further testing of Innovations acquired under ISC in a different environment, under different conditions or in order to broaden the base of test results.

5.3 Framework

All subsequent purchases Contracts will be issued in accordance with the Treasury Board of Canada Secretariat (TBS) Contracting Policy and the following framework:

- a) Funding: Subsequent purchases R&D Contracts must be funded by the Government of Canada Department(s). ISC will not fund the Subsequent purchases R&D Contracts.
- b) Maximum Contract Dollar value: The Contract dollar value must respect the limits of the maximum per Contract dollar value under the initial ISC Contract: \$550,000 CAD (Taxes, shipping costs and travel & living expenses are extra, as applicable). However, if Canada determines there is a clear benefit to do so in support of the fight against COVID-19, Canada reserves the right to augment the scope of the testing to a contract value of up to \$5 million (Taxes, shipping costs and travel & living expenses are extra, as applicable).
- c) Eligible Innovations: Innovations eligible for subsequent purchases must be the same or improved Innovation tested under the initial ISC contract.
- d) Subsequent purchases quantities: A limited quantity of the Innovation may be tested. Mass production is not permitted. The definition of “limited quantity” and “mass production” are as defined under the ISC program definitions.
- e) Duration of subsequent purchases contract: Contract duration will be determined on a case-by-case basis. In general, the contract period for subsequent purchases will not exceed 12 months.

Parameters that could impact the contract duration include:

- i. Time required to conduct the test plan;
- ii. Seasonal requirements;
- iii. Manufacturing lead time;



- iv. Testing Department operational requirements, financial resources and personnel availability; and
 - v. Security Requirements.
- f) Contracting Authority: Public Services and Procurement Canada, Innovative Research Solutions Division (SC Division) will be the Contract Authority.
- g) Required documents: The Testing Department(s) will be responsible for the development of the Statement of Work (SOW) including the Innovation test plan, performance metrics and, if applicable, the Security Requirement Check List (SRCL).
- h) Testing Department Attestation: For all subsequent purchases, Testing Departments will be required to attest that their requirement fits under the scope of the ISC and is meant to be for testing purposes.
- i) Support: ISC will support the Testing Department(s) by providing a SOW template and the original ISC contract SOW.
- j) Limitations of the Framework:
- i. For Innovations that involve licenced software or software as a service (SaaS) subscription:
 - a. Entity (enterprise) licences is not permitted;
 - b. Maximum period for a software licence or SaaS subscription is 12 months, or less, based on term of Contract; and
 - c. Licences and SaaS subscriptions must be scaled to the test plan in the SOW.
 - ii. Procurements under subsequent purchases contracts must not create a fully installed or permanent operating base for the purposes of sole-source justification for future procurements.
 - iii. There is a limit of four subsequent purchases Contracts per Innovation.
- k) Terms and conditions: R&D contracts for subsequent purchases for testing Innovations will be negotiated under the same terms, conditions and pricing structure as the initial ISC contract.



APPENDIX 1 – EVALUATION GRID

Mandatory Criteria (MC)

MC1: Canadian Bidder

The Bidder must meet the definition of a Canadian Bidder. A Canadian Bidder is defined as a Canadian person or entity submitting a proposal on its own behalf and having a place of business in Canada where the person or entity conducts activities on a permanent basis that is clearly identified by name and accessible during normal working hours.

MC2: Canadian Content

80% of the financial proposal costs, the total proposal price to Canada stated in “Section Four – Financial Proposal”, must be Canadian goods or Canadian services, as defined in the Canadian Content certification. Refer to Appendix 3 of the solicitation documents

MC3: Ownership

The Bidder must be the owner of the Intellectual Property (IP) for the proposed innovation, or have a licence to the IP rights from a Canadian licensor for the proposed innovation and not be infringing on any IP rights.

MC4: Pre-Commercial Status

The proposed innovation must not be openly available in the marketplace, and must not have been previously sold on a commercial basis as of the date of this bid submission. Refer to the definitions of Pre-Commercial Innovation and Commercial Sales at Appendix 3 of the solicitation documents.

MC5: Previously Pre-qualified Innovation

The proposed innovation or any other versions of the proposed innovation must not have been previously awarded a contract in the Build in Canada Innovation Program (BCIP) or its predecessor, the Canadian Innovation Commercialization Program (CICP), nor in the Innovative Solutions Canada (ISC) Challenge Stream, and it is not currently active in a pool of pre-qualified Innovations.

A Bidder can participate more than once, as long as the proposed innovations are sufficiently different.

Pass	<p>Sufficiently Different</p> <ul style="list-style-type: none"> • A distinct product and/or service that has undergone a completely separate path of R&D or that diverged early in technology development. • Significant modifications to the application of the previous technology or components of that technology, applied in a setting or condition which was not possible or feasible for the pre-qualified or contracted innovation; OR • A significant improvement in functionality, cost or performance over the pre-qualified or contracted innovation.
Fail	<p>Not Sufficiently Different</p> <ul style="list-style-type: none"> • Incremental improvements; • Technologies that follow a normal course of product development (i.e. the next version or release) <p>OR</p> <ul style="list-style-type: none"> • Stated differences are not quantified or are inadequately described.

MC6: Maximum Funding



The Bidder's Financial Proposal must not exceed \$550,000 CAD, not including applicable taxes, shipping costs, and travel and living expenses, where applicable. Refer to Section Four: Financial Proposal.

MC7: Program Eligibility

The Bidder's proposal must be aligned with the mandate of the ISC Testing Stream where Canada procures, through a Contract, the Bidder's Innovation with the purpose of testing it in an operational environment.



Screening Criteria (SC)

SC1: Innovation

<p>The proposed innovation must meet one or more of the ISC definitions of innovation below:</p> <ul style="list-style-type: none"> • An invention*, new technology or new process that is not currently available in the marketplace. • Significant modifications to the application of existing technologies/components/processes that are applied in a setting or condition for which current applications are not possible or feasible. • An improvement in functionality, cost or performance over an existing technology/process that is considered state-of-the-art or the current industry best practice. <p><i>* An “invention” is defined for the purposes of the ISC as: “A manufacturing design or any other new and useful improvement that is new or novel, that is, not commonly known or not an obvious derivative of an existing way of doing things.”</i></p>	
Pass	The proposed innovation meet one or more of the ISC definitions of innovation.
Fail	<ul style="list-style-type: none"> • The proposed innovation does not meet any of the ISC definitions of innovation; OR • The proposed innovation is an incremental improvement, “good engineering, or a technology that would go ahead in the normal course of product development (i.e. the next version or release).

SC2: Technology Readiness Level (TRL) Validation

<p>The Bidder must demonstrate that at the time of proposal submission, the proposed innovation is ready for testing in an operational environment, i.e. TRL 7.</p> <p><i>Under the present Call for Proposals, and regardless of its Technology Readiness Level (TRL) at time of submission, the production of the submitted innovation has to be rapidly scalable and deployable into a Government of Canada organization test environment.</i></p> <p>TRL 7: Prototype system ready (form, fit and function) for demonstration in an appropriate operational environment.</p>	
Pass	The Bidder has provided evidence demonstrating that the proposed innovation is at TRL 7 or higher at the time of proposal submission.
Fail	<ul style="list-style-type: none"> • The proposed innovation is not at TRL7 or higher at the time of proposal submission; OR • The Bidder has not provided evidence demonstrating that the proposed innovation is at TRL 7 higher at the time of proposal submission.

SC3: Safety Considerations

<p>The Bidder must demonstrate that they have obtained, at the time of proposal submission, the certifications, licences, and approvals required to safely test the proposed innovation in an operational setting.</p> <p><i>This is to ensure that the potential testing department is not exposed to safety issues or risks during the conduct of the test.</i></p>	
Pass	• The Bidder has demonstrated that they have obtained the certifications, licences, and approvals required to <u>safely</u> test their proposed innovation in an operational setting at the time of proposal submission; AND



	<ul style="list-style-type: none"> Remaining certifications yet to be obtained for the proposed innovation, or for its use in an operational setting, do not pose safety concerns for the testing departments.
Fail	<ul style="list-style-type: none"> The Bidder has not demonstrated they have obtained the certifications, licences, and approvals required to <u>safely</u> test their proposed innovation in an operational setting at the time of proposal submission; AND/OR Remaining certifications yet to be obtained for the proposed innovation, or for its use in an operational setting, may pose safety concerns for the testing department.

SC4: Alignment to Theme

The Bidder must demonstrate that the proposed innovation addresses the Government of Canada’s response against the COVID-19 pandemic and other like public health emergencies in relation to one of the three (3) Medical Category Themes: Prevention and Protection, Testing and Diagnostic or Patient Monitoring, Tracking and Wellness; OR one of the two (2) Non-Medical Category Themes: Situational Awareness and Critical Response, or Sanitization. Refer to Categories and Themes at Appendix 2 of the solicitation documents.

Proposal as a whole will be used to assess this criteria.

Pass	<ul style="list-style-type: none"> The Bidder’s proposal is within the scope of addressing the Government of Canada’s response against the COVID-19 pandemic and other like public health emergencies and meets one of the Themes under the Medical or Non-Medical category.
Fail	<ul style="list-style-type: none"> There is little to no evidence that the proposal is likely to address the Government of Canada response against the COVID-19 pandemic and other public health emergencies nor does it meet a theme under the Medical or Non-Medical Category, OR; The proposal was defined as out of scope in addressing the Government of Canada’s response against the COVID-19 pandemic and other public health emergencies, and the selected Theme, OR In relation to the acquisition cost and key features and benefits, an unacceptable amount of time and resources are required for the departmental user to adopt the proposed innovation.



Point Rated Screening (PS)

PS1: Advance on State of the Art

The Bidder must demonstrate that the proposed innovation improves upon current approaches and state of the art, or current practices relevant to its purpose or application, in a manner that yields competitive advantages.	
2 points	<ul style="list-style-type: none"> • The proposed innovation improves minimally upon the current state of the art, though not sufficient enough to create competitive advantages in existing market niches; OR • The stated advancements are well-described in general, but are not substantiated with specific measurable evidence.
12 points Minimum	<ul style="list-style-type: none"> • The proposed innovation offers one or two minor improvements to existing technologies that have potential to create competitive advantages in existing market niches
24 points	<ul style="list-style-type: none"> • The proposed innovation offers three or more minor improvements to existing technologies together are likely to create competitive advantages in existing market niches; OR • The proposed innovation offers one significant improvement to existing technologies that is likely to create competitive advantages in existing market niches.
40 points	<ul style="list-style-type: none"> • The proposed innovation offers two or more significant improvements to existing technologies that are likely to create competitive advantages in existing market niches and could define new market spaces; OR • The proposed innovation can be considered a new benchmark of state of the art that is clearly ahead of competitors and that is likely to define new market spaces.

PS2: Intellectual Property (IP) Strategy

The Bidder must demonstrate that they have a suitable Intellectual Property strategy, relevant to the proposed innovation.	
<i>This can vary by industry and rate of technology turnover. For example:</i>	
<ul style="list-style-type: none"> • <i>Software: Copyright and Source Code protection</i> • <i>System: Both hardware and software protection</i> • <i>Hardware: Patent and/or Trade Secret protection</i> • <i>Service, Methodology, or Process: Copyright</i> 	
0 points	The Intellectual Property strategy is not clear and is not appropriate for the proposed innovation.
8 points Minimum	The Intellectual Property strategy is identified and is adequate for the proposed innovation.
12 points	The Intellectual Property strategy is clearly identified and is appropriate to support commercialization for the proposed innovation.



Point Rated Criteria (PR)

PR1: Commercialization Strategy and Market Risks

This criterion is intended for the Bidder to demonstrate that they have a credible strategy to commercialize the proposed innovation, identifying market risks and providing suitable mitigation strategies for these risks.	
0 points	<ul style="list-style-type: none"> The presented commercialization strategy, market risk strategies and mitigation strategies inadequate, incomplete or have not been presented.
8 points	<ul style="list-style-type: none"> The presented commercialization strategy, market risk strategies and mitigation strategies do not support limited target market entry; AND/OR Shortcomings in the expertise, human resources, partners/sales channels or physical assets present unmitigated risks to successful commercialization.
24 points	<ul style="list-style-type: none"> The presented commercialization strategy, market risk strategies and mitigation strategies are clear and well-developed and, given full implementation, should support entry into the target market; AND/OR Shortcomings in the expertise, human resources, partners/sales channels and physical assets present only small risks to successful commercialization.
32 points	<ul style="list-style-type: none"> The presented commercialization strategy, market risk strategies and mitigation strategies are complete, strong, and are highly likely to support long-term and sustained entry into the target market; AND The Bidder has the expertise, human resources, partners/sales channels and physical assets required to move forward with successful commercialization.

PR2: Adoption Potential – Features & Benefits

This criterion is intended to assess to what degree the proposed innovation’s features and benefits are attractive to the relevant target market.	
0 points	<ul style="list-style-type: none"> Key features and benefits are limited and/or offer minimal differentiation from the competition.
4 points	<ul style="list-style-type: none"> Key features and benefits offer moderate differentiation from the competition.
8 points	<ul style="list-style-type: none"> Key features and benefits offer either moderate or clear differentiation from the competition.
16 points	<ul style="list-style-type: none"> Key features and benefits offer clear differentiation from the competition.

PR3: Adoption Potential – Cost to End User

This criterion is intended to assess to what degree the cost of the proposed innovation and the efforts required to adopt it are attractive and relevant for the target market.	
<i>The acquisition costs of the proposed innovation include the intended market price, the organizational impact, time and resources required for training and installation, and other direct costs for target market end-user (the customer) to acquire the proposed innovation.</i>	
0 points	In relation to the acquisition cost and key features and benefits, an unacceptable amount of time and resources are required for the end user to adopt the proposed innovation.
4 points	In relation to the acquisition cost and key features and benefits, a significant amount of time and resources are required for the end user to adopt the proposed innovation.
8 points	In relation to the acquisition cost and key features and benefits, a reasonable amount of time and resources are required for the end user to adopt the proposed innovation.
16 points	In relation to the acquisition cost and key features and benefits, virtually no time and resources are required for the end user to adopt the proposed innovation.

PR4: Objectives, Scope, and Feasibility of Proposed Test Plan



0 points	Not feasible • The objectives and performance metrics in the proposed test plan are not described, inadequate, measurable, or not feasible (e.g. has significant unaddressed challenges in its adoption by a potential test department).
4 points	Low feasibility • The objectives and performance metrics in the proposed test plan are quantifiable but with low feasibility; AND/OR • High test department resource requirements or potential adoption challenges are likely to be a barrier to performing a test.
8 points	Moderate feasibility • The objectives and performance metrics in the proposed test plan are quantifiable and feasible; AND • Moderate test department resource requirements or potential adoption challenges could pose a barrier to performing a test.
16 points	High feasibility • The objectives and performance metrics in the proposed test plan are quantifiable and feasible; AND • Test department resource requirements or potential adoption challenges are insignificant or unlikely to be a barrier to performing a test.

PR5: Test Plan Risks & Risk Mitigation Strategies

0 points	• 2 or more important risks were not identified and/or have a high level of residual risk.
4 points	• 1 important risk was not identified; AND/OR • The risks that were outlined in the test plan have mitigation strategies that are plausible and sufficiently described.
8 points	• All important risks have been identified; AND • The risks outlined in the test plan have mitigation strategies that are plausible and sufficiently described, but there is some residual risk.
16 points	• All important risks have been identified; AND • The risks outlined in the test plan have mitigation strategies that are comprehensive and well described and there is very little residual risk.

PR6: Proposed innovation's degree of impact in relation to Bidder's selected Theme

Degree of impact of the proposed innovation in addressing the Government of Canada's response to COVID-19 and other like, pandemic, or public health emergencies, and in relation to the Bidder's selected theme.

Proposal as a whole will be used to assess this criteria.

1 point	• There is evidence that the proposed innovation is likely to have impact in the selected Theme.
4 points	• There is evidence that the proposed innovation will have an effective impact in the selected Theme.
8 points	• There is clear evidence that the proposed innovation will have an effective impact in the selected Theme.
16 points	• There is overwhelming evidence that the proposed innovation will have an effective impact in the selected Theme. The proposed innovation also addresses additional problem areas outside the scope of the Themes.

Max total score possible: **164 points**

Minimum pass score: **96/164 points**



APPENDIX 2 – CATEGORIES AND THEMES

Medical Category: The medical category refers to innovations that will directly support doctors, researchers, and healthcare workers in their efforts to battle the COVID-19 pandemic. Innovations applying under the medical category should have a direct application towards the combating of the COVID-19 or be of direct use for healthcare professionals to assist and protect them in the course of their duties.

1.) Theme: Prevention and Protection

Solutions under this theme could include, but are not limited to:

a. Personal Protective Equipment (PPE)

- Masks, gloves, clothing or other equipment that protects individuals from infection
- Solutions around the recycling and re-purposing of PPE
- PPE manufacturing process improvements to increase the overall output of PPE
- Training solutions designed to assist personnel to work with PPE and/or deal with hazardous environments/materials

b. Sanitization

- Sanitization agents or chemical protective measures to assist in combatting the spread of COVID-19 in hospitals, clinics, labs, or other medical facilities
- Automated cleaning/sanitization of PPE

2.) Theme: Testing and Diagnostics

Solutions under this theme could include, but are not limited to:

- Rapid, portable, and/or Point-of-care (POC) or other testing methods and solutions
- Reagents solutions to improve diagnostic testing
- Laboratory equipment (both POC and non-POC) for research, study and development of treatments

3.) Theme: Patient Monitoring, Tracking and Wellness

Solutions under this theme could include, but are not limited to:

- Patient monitoring, tracking, and management solutions and tools to support in-hospital/disease center, non-hospital or in-home health care and services
- Tracking, consolidating and acquisition of data from provincial health experts and authorities such as epidemiologists and infectious disease specialists.
- Ventilators and other medical devices to address COVID-19 or other infectious diseases
- Solutions relevant to the assessment and improvement of mental health during public health emergencies
- Mobile quarantine facilities

Non-Medical Category: The non-medical category refers to innovations that will assist Government of Canada departments and agencies, including through their partnerships with provinces, territories and



municipalities, in addressing the challenges and impacts posed by the COVID-19 pandemic and other public health emergencies in the future.

1.) Theme: Surveillance, Tracking, Situational Awareness and Critical Response

Solutions under this theme could include, but are not limited to:

- Solutions or applications to support education, information sharing and guidance between public sector organizations and individuals/citizens
- Disease predictive modeling and tracking solutions that enable information sharing among public health professionals/medical service providers
- Solutions and tools that boost situational awareness and allow medical, public health, first responder and security personnel to coordinate, decide and respond to crisis initiatives in real-time
- Solutions that will assist with remote detection of infections and/or surveillance and/or enforcement of pandemic/crisis lockdowns
- Solutions and tools to improve planning, tracking and assignment of medical, first responder, and law enforcement personnel, and/or health supplies during pandemic responses
- Methods for analyzing information sources to understand how communities and public health agencies are responding to public health emergencies
- Food supply chain stabilization solutions that promote efficient and sustainable agricultural production to enhance food security
- Solutions that help address awareness, information sharing and mitigation of increased COVID-19 themed (or like public health emergencies) cyber threats and online scams
- Solutions or tools to support impact analysis and decisions regarding economic recovery

2.) Theme: Sanitization

Solutions under this theme could include, but are not limited to:

- Sanitization agents or chemical protective measures for a variety of applications or settings to mitigate the spread of COVID-19 or other infectious diseases
- Automated sanitization and remote sanitization tools



APPENDIX 3 – DEFINITIONS

Canadian bidder

The bidder must be Canadian and must be submitting the bid on its own behalf. A Canadian bidder is defined as a bidder having a place of business in Canada where the bidder conducts activities on a permanent basis that is clearly identified by name and accessible during normal working hours.

Canadian content

A minimum of 80% of the total proposal price must consist of Canadian goods and services. For the complete Canadian content definition please refer to the [certification document](#) included in the solicitation documents.

Innovation

Advance on state of the art

A technology that is an advance on the highest level of development for current commercially available products or services. For the purposes of ISC, state of the art must meet the program's definition of innovation and is a key component against which innovations are evaluated to determine the level of advancement offered.

The ISC Testing Stream evaluates innovations against what is commercially available, and not against other proposals or other related pre-commercial innovations which may be a similar advance on the state of the art.

Innovation

- An invention, new technology or new process that is not currently available in the marketplace.
- Significant modifications to the application of existing technologies/process that are applied in a setting or condition for which current applications are not possible or feasible.
- An improvement to an existing technology/process that represents a significant (generally patentable) improvement in functionality, cost or performance of goods and services that are considered state of the art or the current industry best practice.
- Incremental improvements, “good engineering” and technologies that would go ahead in a normal course of product development (that is, the next version or release) are not considered “innovations” for the purposes of this program.

-

Invention

A manufacturing design or any other new and useful improvement that is new or novel, that is, not commonly known or not an obvious derivative of an existing way of doing things.

Technology

- The practical application of science to commerce or industry
- The science of applying scientific knowledge to practical problems
- An innovation based in scientific and industrial progress
- Specific information and know-how required for development, production or use of good or service



Commercialization

Pre-commercial innovation

Pre-commercial innovations are those in the phases of research and development prior to commercialization. Pre-commercial innovations have been developed to a Technology Readiness Level between 7 and 9. Pre-commercial innovations have not been produced in quantity, may have had some limited sales for the purpose of testing and demonstration, and are not readily available in the marketplace.

This can cover activities such as solution exploration, design and prototyping, up to the original development of a limited volume of goods or services in the form of a test series. Original development of a first good or service may include limited production or supply in order to incorporate the results of field-testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards.

The ISC Testing Stream requires that all proposed innovations are in a state and scale such that testing may occur as of the date of proposal submission, with only limited adjustments needed depending on the needs of a testing department.

Commercial sales

Good or service that is openly available in the marketplace or has been sold to either individuals in the public or private sector, in its current state or service offering for non-testing or development purposes.

Limited quantity

Development of a first good may include limited production in quantity to achieve acceptable quality standards, but does not include quantity production to establish commercial viability.

Mass production

The standardized production of an innovation in sufficient quantities to establish commercial viability.

Configuration and Customization

The ISC Testing Stream permits certain changes to pre-qualified innovations matched with testing departments, while others are unacceptable. These changes fall into 2 main categories: configuration or customization. Although this distinction applies only to those innovations that have been pre-qualified and matched, understanding the difference will aid the bidder in developing and writing a test plan.

Configuration

Configuration involves arranging or setting up fully functional and fully developed components of an innovation. Configuration is the process by which an innovation is made to function properly in a specific situation, in the environment in which it was originally intended to be used. This may include changes that are not essential to the functioning of the innovation, so long as they would not alter the result of testing or validation of the innovation during its development.

Configuration is an acceptable change under this program, should a proposed innovation be pre-qualified under the ISC Testing Stream.



Customization

Customization is the process of modifying fully functional and fully developed components of an innovation to meet the requirements of individual customers.

Customization is not an acceptable change under this program, should a proposed innovation be pre-qualified under the ISC Testing Stream.



APPENDIX 4 - DRAFT RESULTING CONTRACT CLAUSES TABLE OF CONTENTS

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17. Canadian Forces Site Regulations (if applicable) **OR** Government Site Regulations (if applicable)
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List of Annexes:

- | | |
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| Annex "A" | Statement of Work |
| Annex "B" | Basis of Payment |
| Annex "C" | Security Requirements Check List (if applicable) |
| Annex "D" | Non-disclosure Agreement (if applicable) |
| Annex "E" | Sample Accommodations and Car Rental Government Rates Letter (if applicable) |
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Appendix (Appendices) (if applicable)



The following are draft clauses and conditions that may form part of any contract resulting from the Call for Proposals solicitation. Canada reserves the right to negotiate, modify and/or add any contract terms and conditions.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex ____ and the Contractor's technical proposal entitled _____, dated _____.

1.1 Work Authorization (if applicable (Phase or Task))

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work required to complete (Phase or Task) of the Contract at a cost not to exceed \$_____. Upon completion of (Phase or Task) the Work will be reviewed before the Contractor is authorized to commence any Work for (Phase or Task). Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with (Phase or Task), the Contracting Authority will advise the Contractor in writing to commence work on (Phase or Task). The Contractor must immediately comply with the notice.

If Canada decides not to proceed with (Phase or Task), the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2040 (2018-06-21), General Conditions - Research & Development, apply to and form part of the Contract.

2.2 Supplemental General Conditions

One or more of the following supplemental general conditions may apply to and form part of the Contract:

- 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance
- 4002 (2010-08-16), Software Development or Modification Services
- 4003 (2010-08-16), Licensed Software
- 4004 (2013-04-25), Maintenance and Support Services for Licensed Software
- 4005 (2012-07-16), Telecommunications Services and Products
- 4008 (2008-12-12), Personal Information



2.3 SACC Manual Clauses

The following SACC Clauses may apply to and form part of the Contract:

A9041C (2008-05-12), Salvage
A9113C (2014-11-27), Handling of Personal Information
D3010C (2016-01-28), Delivery of Dangerous Goods / Hazardous Products
A9016C (2014-06-26), Hazardous Waste Disposal - Specific Requirements
A9019C (2011-05-16), Hazardous Waste Disposal
A9015C (2011-05-16), Experimental Animals

2.4 Protection and Security of Data Stored in Databases (if applicable)

1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
 - (a) equivalent protections are given to personal information as in Canada under legislation such as the Privacy Act, R.S. 1985, c. P-21, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and under any applicable policies of the Government of Canada; and
 - (b) the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.

In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

2. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control such as biometric controls).
3. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in an another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.



4. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
5. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
6. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

2.5 Non-disclosure Agreement (if applicable)

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed Non-Disclosure Agreement, attached at Annex _____, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

3. Security Requirement (if applicable)

To be determined based on the Statement of Work, commodity and Testing Department requirements.

3.1 Contractor's Site(s) or Premises Requiring Safeguarding Measures

- 3.1.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

4. Term of Contract

4.1 Period of Contract

The period of the Contract is from _____ to _____ inclusive.

OR



4.1 Delivery Date

All the deliverables must be received on or before _____.

4.2 Comprehensive Land Claims Agreements (CLCAs) (If applicable)

The Contract is subject to the following Comprehensive Land Claims Agreements (CLCAs):

- _____
-

4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "X" of the Contract.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is: **to be determined.**

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

5.2 Technical Authority (Testing Department)

The Technical Authority for the Contract is: **to be determined.**

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

5.3 Client Authority (Innovations Solutions Canada (ISC) Testing Stream)

The Client Authority for the Contract is: **to be determined.**

The Client Authority is the representative of the department for whom the Work is being carried out under the Contract. The Client Authority is responsible for the development of the Statement of Work and for providing the funding. The Client Authority has no authority to authorize changes to the scope of work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.4 Contractor's Representative



The Contractor's Representative for the Contract is: **to be determined.**

6. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

A3025C (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants

7. Payment

7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment in Annex ____.

7.2 Limitation of Price

For item ____ of the Basis of Payment:

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.3 Method of Payment

For item _____ of the Basis of Payment:

7.3.1 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work up to ____ percent of the amount claimed and approved by Canada if:
 - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) the amount claimed is in accordance with the Basis of payment;
 - (c) the total amount for all progress payments paid by Canada does not exceed ____ percent of the total amount to be paid under the Contract;
 - (d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.



- 3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

OR

For item _____ of the Basis of Payment:

7.3.1 Milestone Payments

- 1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to _____ percent of the amount claimed and approved by Canada if:
 - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) the total amount for all milestone payments paid by Canada does not exceed _____ (insert) percent of the total amount to be paid under the Contract;
 - (c) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
 - (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
- 2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.3.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description OR Deliverable	Firm Amount	Due Date OR Delivery Date

OR



For item _____ of the Basis of Payment:

- 7.3.1 SACC Manual Clause H1000C (2008-05-12), Single Payment
- 7.3.1 SACC Manual Clause H1001C (2008-05-12), Multiple Payments
- 7.3.1 SACC Manual Clause H1008C (2008-05-12), Monthly Payment

7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0305C (2014-06-26), Cost Submission
H4500C (2010-01-11), Lien - Section 427 of the *Bank Act*

7.5 Discretionary Audit

SACC Manual Clause C0101C (2010-01-11), Discretionary Audit - Non-commercial Goods and/or Services
OR

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

7.6 Time Verification

SACC Manual Clause C0711C (2008-05-12), Time Verification

8. Invoicing Instructions - Progress Claim

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), Claim for Progress Payment.

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) a list of all expenses;
- (d) the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;



- (c) a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify an original claim on Form PWGSC-TPSGC 1111, and forward it to the Contracting Authority for certification in an electronic format to the electronic mail address identified under section entitled "Authorities" of the Contract. Portable Document Format (.pdf) format is acceptable. The Contracting Authority will then forward the certified claim, in an electronic format, to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.
 4. The Contractor must not submit claims until all work identified in this claim is completed.

9. Certifications and Additional Information

9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9.2 Federal Contractors Program for Employment Equity - Default by the Contractor (if applicable)

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

9.3 SACC Manual Clauses

A3000C (2014-11-27), Aboriginal Business Certification (if applicable)
A3060C (2008-05-12), Canadian Content Certification

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (to be inserted at contract award).

11. Priority of Documents



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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions _____ (if applicable);
- (c) the general conditions 2040 (2018-06-21), General Conditions - Research & Development;
- (d) Annex __, Statement of Work;
- (e) Annex __, Basis of Payment;
- (f) Annex __, Security Requirements Check List (if applicable);
- (g) Annex __, Non-disclosure Agreement (if applicable);
- (h) Annex __, Sample Accommodations and Car Rental Government Rates Letter (if applicable);
- (i) Annex "X", Sample Travel and Living Expense Summary Form (as applicable);
- (j) the Contractor's proposal dated _____.

12. Defence Contract (is applicable)

SACC Manual clause A9006C (2012-07-16), Defence Contract

13. Foreign Nationals (Canadian Contractor) (if applicable)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

14. Insurance

SACC Manual clause G1005C (2016-01-28), Insurance

15. Controlled Goods Program (if applicable)

SACC Manual clause A9131C (2014-11-27), Controlled Goods Program

SACC Manual clause B4060C (2011-05-16), Controlled Goods

16. Progress Reports (if applicable)

1. The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.
2. The progress report must contain three parts:
 - (a) PART 1: The Contractor must answer the following three questions:
 - (i) Is the project on schedule?
 - (ii) Is the project within budget?
 - (iii) Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?



Each negative response must be supported with an explanation.

- (b) PART 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:
 - (i) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
 - (ii) An explanation of any variation from the work plan.
 - (iii) A description of trips or conferences connected with the Contract during the period of the report.
 - (iv) A description of any major equipment purchased or constructed during the period of the report.

- (c) PART 3: The "Contract Plan and Report Form", PWGSC-TPSGC 9143 (<http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/pdf/9143.pdf>), (or an equivalent form acceptable to the Contracting Authority) showing the following:
 - (i) Actual and forecast expenditure on a monthly basis for the period being covered. (Expenditures are to be outlined by month and by task.)
 - (ii) Progress of the Work against the Contractor's original Contract Plan (instructions for showing the above on the Contract Plan are detailed in Annex "_____" attached). The form will provide the basis for planning and estimating the cost of work, and reporting actual progress and cost against the plan during contract performance.

17. Canadian Forces Site Regulations (if applicable)

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

OR

17. Government Site Regulations (if applicable)

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

18. Draft and Final Reports (if applicable)

In addition to the monthly reports on the progress of the Work, the Contractor must deliver a draft final report, in electronic format, no later than 30 working days prior to the expiry date of the contract, and a final report no later than 15 working days from date of contract expiry, to the Client Authority and Contracting Authority.



19. Communications Notification

As a courtesy, the Government of Canada requests that the Contractor notify the Contracting Authority five business days in advance of their intention to make public an announcement related to this contract award.

20. Access to Facilities and Equipment (if applicable)

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

21. Travel and Living (if applicable)

The Contractor must use establishments identified in the Accommodation and Car Rental Directory, which have agreed to extend their government rates to cost reimbursable contractors, consultants or advisors working under contract for the Federal, Provincial or Territorial Governments. The Accommodation and Car Rental Directory is available at the following site: <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx>.

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

It is the responsibility of the Contractor to become familiar with the current provisions of the National Joint Council Travel Directive, the Special Travel Authorities and the Directive on Travel, Hospitality, Conference and Event Expenditures available at the following web address: National Joint Council Travel Directive.

Accommodation and car rental companies may request a letter confirming that the Contractor is on government business (see sample at Annex E).

All travel must have the prior approval of both the Client Authority and Technical Authority, in writing. The Contractor must attach to the **Travel and Living Expense Summary form (see sample at Annex X)** a copy of the approval.

The Travel and Living Expense Summary form must be submitted with PWGSC-TPSGC 1111 Claim for Progress Payment.

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.

All payments are subject to government audit.

22. Shipping and Transportation (if applicable)



The Contractor must ship the Innovation and associated components, Delivery Duty Paid (DDP) – ‘city name’ – Incoterms 2013, from the Contractor’s Canadian address to the testing department site(s) in Canada. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.



Applicable Annexes

Annex “A” – Statement of Work

The Statement of Work will be generated based on the proposed Test Plan and in collaboration between the Bidder and the Testing Department. The Statement of Work must be approved by the Client Authority.

Annex “B” – Basis of Payment

The Basis of Payment will be negotiated in accordance with the Bidder’s financial proposal and the Statement of Work.

Annex “C” – Security Requirements Check List (if applicable)

For information, see: <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/2/50/5>.

Annex “D” – Non-Disclosure Agreement (if applicable)

The Bidder and all proposed resources who will perform Work under the resulting Contract may be required to sign a Non-Disclosure Agreement prior to having access to information or assets.

Annex “E” – Sample Accommodations and Car Rental Government Rates Letter (if applicable)

If required, the Client Authority can provide a letter confirming that the contractor will be traveling on official government business in the performance of the contract.



APPENDIX 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

The duly completed and signed certifications must be submitted to the Contracting Authority within the time frame specified by the Contracting Authority. Failure to comply with the request of the Contracting Authority and to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

Certifications Required Precedent to Contract Award and Additional Information

1 Ownership

The Bidder certifies that:

- It is the owner of the Intellectual Property (IP) rights; or
- A Canadian licensor owning the Intellectual Property (IP) rights has granted the Bidder a licence to
the IP for the proposed innovation and the Bidder is not infringing on any IP rights.

2 Integrity Provisions – Associated Information

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

The Bidder certifies that:

- It understands, complies and respects the provisions under the Ineligibility and Suspension Policy.

2.1 Declaration of Convicted Offences

Pursuant to subsection Declaration of Convicted Offences of section 01 of the 2003 Standard Instructions, where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

2.2 Integrity Provisions – List of Names



Limited Eligibility to Bid" list available from Human Resources and Skills Development Canada (HRSDC)

- Labour's website.

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

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 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 Federal Contractors Program for Employment

Equity – Certification, for each member of the Joint Venture.

4 Price Certification

The Bidder must provide one (1) of the following certifications and delete the one that is not applicable.

[Option 1]

The Bidder certifies that the price proposed:

- (a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- (c) does not include any provision for discounts to selling agents.

[OR]

[Option 2]

The Bidder certifies that the price proposed is based on costs computed in accordance with Contract Cost Principles 1031-2, and includes an estimated amount of profit of \$_____.



5 Canadian Content Certification

5.1 This procurement is limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the Call for Proposal solicitation documents, Bidders acknowledge that only proposals with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause [A3050T](#), Canadian Content Definition, will be considered.

The Bidder certifies that:

“A minimum of 80 percent of the total proposal price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).”

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6.\(9\)](#), Example 2, of the Supply Manual.

6 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below before contract award.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-



11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant (FPS) in Receipt of a Pension

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

- Yes No

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

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

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

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

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

- Yes No

If so, the Bidder must provide the following information:

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

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

7 Procurement Business Number

Pursuant to section 02 of the 2003 Standard Instructions, suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN



online at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca>). 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.

PBN: _____

8 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice at time of the Contract award process by inserting the name of the Canadian province or territory of their choice below. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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

9 Certification Acknowledgment

The Bidder certifies that the information submitted herein, and the information submitted in its bid, is accurate and complete.

The Bidder has read, understands and acknowledges the instructions and the clauses and conditions contained in all parts of this document, and the solicitation document.

The Bidder certifies that he or she is an authorized signing officer of the Bidder.

Print Name: _____

Title: _____

Signature: _____

Date: _____