



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
11 Laurier St.\11, rue Laurier
Gatineau, Québec K1A 0S5
Bid Fax: (613) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Nursing Services	
Solicitation No. - N° de l'invitation 6D112-202491/B	Date 2020-07-24
Client Reference No. - N° de référence du client 6D112-202491	
GETS Reference No. - N° de référence de SEAG PW-\$\$XF-050-38345	
File No. - N° de dossier 050xf.6D112-202491	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-04	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Le, Lisa	Buyer Id - Id de l'acheteur 050xf
Telephone No. - N° de téléphone (613) 858-7912 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Health Services Project Division (XF)/Division des projets
de services de santé (XF)
Terrasses de la Chaudière 5th Floor
10 Wellington Street
Gatineau
Gatineau
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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050xf.6D112-202491

Buyer ID - Id de l'acheteur
050xf
CCC No./N° CCC - FMS No./N° VME

Request for Proposals (RFP)

FOR

**Nursing Services at Quarantine Sites, Airports, and
Border Points of Entry**

ON BEHALF OF

The Public Health Agency of Canada (PHAC)

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REISSUE OF A BID SOLICITATION

This bid solicitation cancels and supersedes Stream 4 and 9 from previous bid solicitation number 6D112-202491/A dated June 17, 2020 with a closing of July 2, 2020 at 14:00 EDT. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

National Security Exception (NSE) Notice

PSPC has invoked the National Security Exception under all of Canada's trade agreements and, as a result, the usual disciplines of the trade agreements do not apply to this procurement.

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Task Authorization Form, and the Periodic Usage Reports Template.

The Attachments include the Pricing Schedule, Technical and Financial Criteria, and Certifications.

1.2 Summary

- 1.2.1 The Public Health Agency of Canada (PHAC) has a requirement for nursing services on an "as and when requested" basis to perform health assessments on travellers returning from outside of Canada, who are housed in a Quarantine Site under the order by the Government of Canada (GoC) and at identified airports and border points of entry.

The nursing services are required in the provinces and territory as follow:

Stream 4 – Saskatchewan; and
Stream 9 – Nova Scotia.

- 1.2.2 Up to 2 contracts may be awarded as a result of this bid solicitation; one contract per stream. If a Bidder has the lowest evaluated price for more than 1 stream, a contract will be recommended for award which will combine the streams. Canada reserves the right to award a contract, or multiple contracts, to more than one Bidder to address Canada's requirement, in whole or in part, as described in the Statement of Work.
- 1.2.3 The period of any resulting contract will be from the date of contract award to November 30, 2020 inclusive and will include 6 irrevocable 1 month option periods each to extend the terms and conditions of each contract.
- 1.2.4 This bid solicitation does not preclude Canada from using other contracts, or methods of supply, to fulfill the same or similar needs. The Bidder agrees that nothing in a resulting contract prevents Canada from arranging alternate services. Canada reserves the right to do so at its discretion whenever Canada is of the opinion that it would best serve the interest of Canada.
- 1.2.5 There are no security requirements associated with this requirement.
- 1.2.6 The resulting contracts will not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.
- 1.2.7 The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.
- 1.2.8 Canada reserves the right to modify and negotiate any aspect of the requirement with any supplier(s).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the email below in (i) by the date and time indicated on page 1 of the bid solicitation. Failure to meet this deadline may result in the bid being declared non-responsive and given no further consideration.

Canada requests that Bidders submit their bids in accordance with the following:

- (i) **Email submission:** Submissions must be submitted by email to:
lisa.le@tpsgc-pwgsc.gc.ca
- (ii) **Format of Email Attachments:** The approved formats for email attachments are any combination of:
 - A. PDF documents; and
 - B. Documents that can be opened with either Microsoft Word or Microsoft Excel.
- (iii) **Email Size:** Suppliers should ensure that they submit their response in multiple emails if any single email, including attachments, exceeds 5 MB.
- (iv) **Email Title:** Suppliers are requested to include the RFP Number in the "subject" line of each email forming part of the response.

Due to the nature of the RFP, transmission of responses by mail or by facsimile to PSPC will not be accepted.

2.3 Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable

the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 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](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 2 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 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 without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 2.2 Submission of Bids.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications and Additional Information

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Technical Bid

- A.** In their Technical Bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- B.** The Technical Bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- C. Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment 1 to Part 3 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- D. Client Reference Contact Information:** The Bidder should provide client references. The client reference must each confirm, if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 1 to Part 4.

Client references should be entities that have an arm's length business relationship with the Bidder.

For each client reference submitted, the Bidder should, at a minimum, provide the name and e-mail address for a person who can be contacted as a client reference. Bidders are also requested to include a telephone number for each client reference, the name of the client organization that the reference worked for at the time that the services were delivered, and the title/role of the client reference during the project.

Refer to article 4.1.1.2 of this RFP for a description of the Reference Check process.

Section II: Financial Bid

- A.** Bidders should submit their Financial Bid in accordance with the Pricing Schedule detailed in Attachment 2 to Part 4.
- B.** Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** The Financial Bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods.

D. Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments to identify which ones are accepted.

If Attachment 2 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

E. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders should submit the certifications and additional information required under Part 5.

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ATTACHMENT 1 TO PART 3

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email:
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	Ontario
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>	

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BID SUBMISSION FORM

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative of Bidder

Date

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ATTACHMENT 2 to PART 3

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only); and
- Large Value Transfer System (LVTS) (Over \$25M).

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 hours (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline may result in the bid being declared non-responsive and given no further consideration.
 - (ii) **Extension of Time:** If the Bidder requires additional time, the Contracting Authority may grant an extension at his or her sole discretion.

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4.

4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement may be considered non-responsive and given no further consideration.

4.1.1.2 Client Reference Checks

- (A) If any of the contact information required for a client reference is not provided with the bid, the Contracting Authority will provide the Bidder with 2 hours (or longer if specified in writing by the Contracting Authority) to provide the necessary information to Canada.
- (B) It is the sole responsibility of the Bidder to ensure that it provides a client reference who is willing to act as a client reference, has an arm's length business relationship with the Bidder, and is completely knowledgeable about the facts identified in the Bidder's bid, as required by Attachment 1 to Part 4. If there is no single client reference who has complete knowledge of the facts identified in the Bidder's bid, the Bidder must provide a client reference who is most knowledgeable of the facts identified in the Bidder's bid, and has the ability, and authority, to obtain accurate and complete information about the facts identified in the Bidder's bid. Crown client references will be accepted.
- (C) It is the responsibility of the Bidder to confirm in advance that the client reference submitted will be available to provide a response and is willing to act as a client reference.
- (D) The form of question to be used to request confirmation from client references is as follows:

Sample Question to a Reference:

"Did the Bidder provide your organization with nursing services in the community listed above and over the time period claimed by the Bidder?

____ Yes, the Bidder provided my organization with nursing services in the community listed above and over the period of time claimed by the Bidder.

____ No, the Bidder did not provide my organization with nursing services in the community listed above and over the period of time claimed by the Bidder.

____ I am unwilling or unable to provide any information about the services described above.

- (E) If a reference check is performed, Canada will conduct the reference check in writing by e-mail. The client reference will have 3 hours (or a longer period otherwise specified in writing by the Contracting Authority) from the date that Canada's e-mail was sent to the client reference to respond to Canada.
- (F) Wherever information provided by a client reference differs from the information supplied by the Bidder, the information supplied by the client reference will be the information evaluated.
- (G) Bidder will not meet the mandatory experience requirement (as applicable) if:
- 1) the client reference fails to respond to Canada's request within the allotted time;
 - 2) the client reference states he or she is unable or unwilling to respond;
 - 3) the client reference states "No" as a response to the question(s); or
 - 4) the client reference listed is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (H) Whether or not to conduct reference checks is discretionary. However, if PSPC chooses to conduct reference checks for any given mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Schedule completed by the Bidders.
- b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- c) **Formulae in Pricing Tables**

If the pricing tables provided to Bidders include any formulae, Canada may re-input the prices provided by Bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder. Canada will notify a bidder in the event that it has re-input the prices provided by a bidder into a fresh table.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

- A. To be declared responsive, a bid must:
- (i) comply with all the requirements of the bid solicitation; and,
 - (ii) meet all the mandatory evaluation criteria.

Bids not meeting (i) or (ii) may be declared non-responsive and given no further consideration.

- B. For each stream, the responsive bids will be ranked in ascending order of Total Bid Price; the responsive bid with the lowest evaluated price will be recommended for award of a contract.
- C. Up to 2 contracts may be awarded as a result of this bid solicitation; one contract per stream. If a Bidder has the lowest evaluated price for more than 1 stream, a contract will be recommended for award which will combine the streams. Canada reserves the right to award a contract, or multiple contracts, to more than one Bidder to address Canada's requirement, in whole or in part, as described in the Statement of Work.
- D. If more than one Bidder is ranked first because of identical lowest evaluated price, then the names of all such first ranked Bidders will be placed in a hat and the winner will be the first name drawn from it. All first ranked Bidders will be invited to witness the event via Webex.

ATTACHMENT 1 TO PART 4
TECHNICAL AND FINANCIAL CRITERIA

1. Evaluation of Experience

The following applies to the evaluation of mandatory criteria:

- Experience listed should include the day, month and year for both the start and finish dates. If the day is not provided, it will be evaluated as the last day of the month, in the case of the start date, and the first day of the month, in the case of the finish date. If the month or year are not provided, the experience will not be considered; and,
- Experience can be demonstrated using one or more contracts of services rendered.

2. Mandatory Technical Criteria (MTC)

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation identified in each mandatory technical criterion to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria may be declared non-responsive. Each mandatory technical criterion should be addressed separately.

MTC#	Stream 4 and 9 - Mandatory Technical Criteria (MTC)
MTC1	<p>Corporate Experience</p> <p>The Bidder must have experience of at least 5 periods of a minimum of 14 consecutive days each, providing nursing services similar to those described in the Statement of Work whereby for each period, the Bidder has provided at a minimum of 2 Registered Nurses (RNs).</p> <ul style="list-style-type: none"> • The contracts for nursing services must have taken place in the same province or territory for the stream for which the Bidder is bidding. • Each period must have been within the last two years from the date of this solicitation. Periods can be within the same contract. • The RNs in each period did not have to work consecutive days; therefore, different RNs could have been provided while maintaining a minimum of 2 RNs per day. • The RNs must have had to conduct health assessments using personal protective equipment in an environment requiring infection control procedures in the province or territory for the stream for which the Bidder is bidding. <p>To demonstrate this criteria, the Bidder must provide the following information at a minimum:</p> <ul style="list-style-type: none"> • The name of the client organization; • The first and last name of the Registered Nurses provided; • The location in which the services were provided; • Description of the services; • The contact point for the client including name, title, email address and telephone number;

MTC#	Stream 4 and 9 - Mandatory Technical Criteria (MTC)
	<ul style="list-style-type: none"> • The Contract number or reference number, if applicable; and • The start and end dates for the provision of the services in Day/Month/Year format.
MTC2	<p>Corporate Experience Providing Nursing Resources on a Standby Basis</p> <p>The Bidder must have experience of at least 5 periods of a minimum of 14 consecutive days each, providing nursing services on a standby basis whereby for each period, the Bidder has provided at a minimum of 2 Registered Nurses (RNs).</p> <ul style="list-style-type: none"> • The contracts for nursing services must have taken place in the same province or territory for the stream for which the Bidder is bidding. • Each period must have been within the last two years from the date of this solicitation. Periods can be within the same contract. • The RNs in each period did not have to work consecutive days; therefore, different RNs could have been provided while maintaining a minimum of 2 RNs per day. <p>To demonstrate this criteria, the Bidder must provide the following information at a minimum:</p> <ol style="list-style-type: none"> a. The name of the client organization; b. The first and last name of the Registered Nurses provided; c. The location in which the services were provided; d. Description of the services; e. The contact point for the client including name, title, email address and telephone number; f. The Contract number or reference number, if applicable; and g. The start and end dates for the provision of the services in Day/Month/Year format.

3. Mandatory Financial (MF) Criteria:

Bids must meet the mandatory financial criteria specified in the table below.

Bids which fail to meet the mandatory financial criteria may be declared non-responsive.

MF1:	For each Province and Territory listed, the all-inclusive firm hourly rate quoted by the Bidder for Overtime and Statutory Holidays must not exceed 1.5 times the all-inclusive firm hourly rate bid for Regular Work time and Stand-by Time.
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ATTACHMENT 2 to PART 4

PRICING SCHEDULE

1. General Instructions:

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its' quoted all-inclusive firm hourly rates in Canadian Dollars, excluding taxes for all Provinces and Territories listed or for all Provinces and Territories where they are able to provide services.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates specified in the pricing schedule, when quoted by the Bidder, must include the total for all costs associated with the delivery of the Work including, but not limited to:

- i. Management and oversight of the services;
- ii. All expenses associated with ensuring competence of nurses during the period of the Contract;
- iii. All expenses associated with validating the qualifications and experience of nurses prior to commencing Work and throughout the period of the Contract;
- iv. Repairing damage or replacing the loss of Government Property, by the nurse, during the period of the Task Authorization; and

These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The addition of any conditions or changes to the pricing schedule tables may render the bid non-responsive.

See Attachment 2 to Part 4, Pricing Schedule template.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

Attachment 1 to Part 5, includes a copy of the required form.

Solicitation No. - N° de l'invitation
6D112-202491/B
Client Ref. No. - N° de réf. du client
20202491

Amd. No. - N° de la modif.
File No. - N° du dossier
050xf.6D112-202491

Buyer ID - Id de l'acheteur
050xf
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 to PART 5

List of Names Form

Further to Part 5, Article 5.2.1 – Integrity Provision – Please complete the Form below:

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.

6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16), Financial Capability

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period may render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

This contract is being put in place by Canada as part of its response to the COVID-19 pandemic.

1.1 Statement of Work

- a) The Contractor must perform the Work in accordance with the Statement of Work at Annex A.
- b) **Client:** Under the Contract, the "**Client**" is the Public Health Agency of Canada (PHAC).
- c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

1.2 Task Authorization

A. Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".

B. With respect to the Work mentioned under paragraph A of this clause,

1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that Work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

C. TA Authority and Limit

The Task Authorisation Authority (TAA) may authorize individual TAs inclusive of any revisions up to a limit of \$400,000.00 Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs) not being exceeded.

E. Canada reserves the right to use other methods of supply to obtain the services described in Annex A of the Contract at its discretion. Nothing in the Contract grants the Contractor the exclusive right to provide the Work. Canada has, at any time, the right to engage alternate or supplemental parties to perform the same or similar Work.

F. Canada reserves its right to terminate for convenience part of the Contract specified in a TA, or decrease the period of services specified in a TA to reflect the actual Work required by Canada and completed by the Contractor. Any increase to the period of service of a TA will require a TA amendment authorized and issued by the TAA in accordance with the Contract.

Canada will compensate the Contractor for TAs that have been terminated for convenience or have had their period of services reduced in accordance with Annex B.

G. TA Process

For each task or revision of a previously authorized task, the TAA will provide the Contractor with a request to perform a task prepared using Annex D, Task Authorization Form, containing as a minimum:

- the task or revised task description of the Work required, including:
 1. The number of resources required;
 2. The number of continuous days shifts expected;
 3. The hours required for the shift;
 4. The details of the activities or revised activities to be performed;
 5. The language requirements for the resources;
 6. The location of the Work; and
 7. The PHAC contact point on site.
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task.

H. Contractor Response

H.1 Regular Process: The following process will be used when there are 14 or more calendar days between the date of issuance of a TA Form by the TAA and the start date of Work as stipulated in the TA Form.

The Contractor must acknowledge receipt of the TA Form via email within 1 working day of receipt. Within 3 working days of its receipt of the request, the Contractor must provide TAA with a signed and dated response prepared and submitted using the TA form received from the TAA, containing as a minimum:

- a) the resume of the proposed resource;
- b) the necessary information and documents that demonstrate that the resource meets all the mandatory requirements specified in Annex A of the Contract;
- c) written confirmation that the resource has been fit-tested for a N-95 (or equivalent) mask in the last two years;
- d) a signed copy of the Resource's Declaration in terms of criminal offense(s);

and,

- e) If travel is required, a proposed travel itinerary detailing all travel costs in accordance with Annex B of the Contract.

The Contractor must, within 48 hours of receiving the authorized TA (or within any longer time period as specified by the TAA or their designate) provide the TAA with a copy of the confirmed travel itinerary, demonstrating that the travel has been booked consistent with the approved TA.

H.2 Process for urgent requests:

The following process will be used when there are less than 14 calendar days from the date of issuance of a TA Form by the TAA and the start date of Work as stipulated in the TA Form:

The Contractor must acknowledge receipt of the TA Form to the TAA via email within 1 hour of receipt. The Contractor must within 4 hours, or within any longer time period as specified in the TA Form, provide the TAA who initiated the process with a signed and dated response prepared and submitted using the TA Form received from the TAA, containing at a minimum the information listed below:

- a) the resume of the proposed resource;
- b) the necessary information and documents that demonstrate that the resource meets all the mandatory requirements specified in Annex A of the Contract;
- c) written confirmation that the resource has been fit-tested for a N-95 (or equivalent) mask in the last two years;
- d) a signed copy of the Resource's Declaration in terms of criminal offense(s);

and,

- e) If travel is required, a proposed travel itinerary detailing all travel costs in accordance with Annex B of the Contract.

The Contractor must, within 10 hours of receiving the authorized TA (or within any longer time period as specified by the TAA or their designate) provide the TAA with a copy of the confirmed travel itinerary, demonstrating that the travel has been booked consistent with the approved TA.

I. TA Authorization

1. The TA Authority will authorize the TA based on:
 - o the request submitted to the Contractor pursuant to paragraph G of this clause;
 - o the Contractor's response received, submitted pursuant to paragraph H of this clause;
 - and
 - o the agreed total estimated cost for performing the task or, as applicable, revised task
2. The TA Authority will authorize the TA provided that each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph H of this clause.

3. The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

J. Minimum Work Guarantee - All the Work - Authorized TAs

1. "Maximum Contract Value" means the sum specified in Contract clause 6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs); and "Minimum Contract Value" means a fixed amount of \$10,000.00.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph J.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

K. Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MS Office Excel), the data elements specified in paragraphs K.3 and K.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

A sample MS Office spreadsheet containing the data elements contained in paragraphs K.3 and K.4 of this clause is provided in Annex E.

3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc.:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
- the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
- the total cost invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced;
- the total amount paid, Applicable Taxes included;
- the start and completion date of the task (as last revised, as applicable); and
- the active status (i.e., the percentage of the Work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (Applicable Taxes extra) specified in clause 6.2, Canada's Total Liability, Cumulative Total of all Authorized TAs, as last amended, as applicable);
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

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) (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

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.1.1 Article 8 of 2035 (2020-05-28), General Conditions - Higher Complexity - Services, is amended as follows:

Delete Article 8 in its entirety and replace it with the following:

Replacement of specific resources

- (a) Once a qualified resource has been accepted by Canada as a Nurse to perform Work in accordance with article 1.2 of the Contract, the Contractor must make that resource available to complete the specified Work for the entire period as specified in the authorized Task Authorization, unless:

-
- (1) the TAA agrees that the named resource may be replaced (in which case, the Nurse must be replaced in accordance with section (b) below) or specifies that the services provided by the Nurse are no longer required; or
 - (2) the Work specified in the Task Authorization is terminated, by Canada, in accordance with the Contract; or
 - (3) the Nurse is unable to due to death, sickness of the Nurse or their immediate family member only, resignation, dismissal for cause, in which case the Nurse must be replaced in accordance with section (b) below.

(b) Procedures for the Replacement of a Nurse

- i) The Contractor must provide the TAA and the Technical Authority with a minimum of three working days' notice of its intent to replace any Nurse performing Work, or that has been accepted by Canada to perform Work under an authorized Task Authorization, pursuant to the Contract unless it is unable to do so for one of the reasons stated in section (a), (3) above, in which case the Contractor must provide the maximum notice possible.
- ii) As part of the notice, the Contractor must provide a replacement plan to the TAA and the Technical Authority for approval. The Contractor's replacement plan must contain:
 - a. The name the proposed replacement Nurse and information demonstrating that the qualifications and experience of the proposed replacement Nurse meets all of the personnel requirements specified Annex A of the Contract;
 - b. a travel itinerary demonstrating that the replacement Nurse will start Work prior to departure of the original Nurse, or if the Contractor is replacing the Nurse due to one of the reasons stated in section, (a), (3) above, a travel itinerary demonstrating that the replacement Nurse will start Work within 24 hours (or within any longer time period if specified in writing by the TAA); and
 - c. a description of the process that the Contractor will use to familiarize the proposed replacement Nurse with respect to the Work being carried out by the incumbent Nurse to minimize any learning curve.
- iii) The Contractor will not be reimbursed for any costs associated with replacement of a Nurse, including any costs associated with travel.

(c) Removal of a Nurse at the Discretion of Canada

- i) In the event that the Technical Authority, in consultation with Public Health Agency of Canada staff, identifies concerns that require the removal of a Nurse, then the Technical Authority, or their delegate, will provide the Contractor written notice of such indicating the date by which the

services of the Nurse must be withdrawn and specifying the reason.

- ii) Based on such notice, the Contractor must cease providing the services of that Nurse on the date specified.
 - iii) The Contractor must provide a competent replacement Nurse within 24 hours (or within any longer time period if specified in writing by the TAA) that meets all of the personnel requirements specified Annex A of the Contract. The requirement for the Contractor to provide any replacement Nurse when requested by Canada will not result in any additional costs to Canada.
- (d)** The Contractor must not, in any event, allow performance of the Work by unauthorized replacement resources. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section (b) above. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2.1.2 Article 24 of 2035 (2020-05-28), General Conditions - Higher Complexity - Services, is amended as follows:

Delete Article 24 in its entirety and replace it with the following:

1. The Contractor must indemnify, save harmless and, if requested by the Attorney General of Canada, defend Her Majesty the Queen in Right of Canada, any minister and their servants and agents from and against all claims, demands, liabilities, losses, damages, costs, expenses, legal fees and disbursements, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from or related to any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, agents or subcontractors in performing the Work or as a result of or in any way related to the Work.
2. The Contractor's liability to indemnify or reimburse Her Majesty the Queen in Right of Canada under the Contract must not affect or prejudice Her Majesty the Queen in Right of Canada from exercising any other rights under law.
3. The Contractor agrees that Her Majesty the Queen in Right of Canada is not and will not be liable for, and agrees to protect and indemnify Her Majesty the Queen in Right of Canada with respect to, any injury or damage (including death) to the Contractor or to the person of any officer, servant or agent of the Contractor or for the loss of or damage to the property of the Contractor or its officers, servants or agents in any manner based upon, occasioned by or in any way related to the performance of the Work unless the injury, loss or damage is caused by the negligence of an officer, servant or agent of Her Majesty the Queen in Right of Canada while acting within the scope of his or her employment.

2.1.3 Article 30 of 2035 (2020-05-28), General Conditions - Higher Complexity - Services, is amended as follows:

Add:

5. Subsection 2 does not apply to Task Authorizations which are terminated for convenience.

Canada will compensate the Contractor for TAs that have been terminated for convenience in accordance with article 3 of Annex B.

2.2 Supplemental General Conditions

Personal Information

01 Interpretation

1. In the Contract, unless the context otherwise requires,

"General Conditions" means the general conditions that form part of the Contract;
"Personal Information" means information about an individual, including the types of information specifically described in the [Privacy Act](#), R.S. 1985, c. P-21;
"Record" means any hard copy document or any data in a machine-readable format containing Personal Information;

2. Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions.
3. If there is any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions prevail.

02 Ownership of Personal Information and Records

To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records and that the Technical Authority owns the Records. On request, the Contractor must make all the Personal Information and Records available to the Technical Authority immediately in a format acceptable to the Technical Authority.

03 Use of Personal Information

The Contractor agrees to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.

04 Collection of Personal Information

1. If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:
 - a. that the Personal Information is being collected on behalf of, and will be provided to, the Technical Authority;
 - b. the ways the Personal Information will be used;

-
- c. that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
 - d. the consequences, if any, of refusing to provide the information;
 - e. that the individual has a right to access and correct his or her own Personal Information; and
 - f. that the Personal Information will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and also provide the individual with information about which government institution controls that personal information bank, if the Technical Authority has provided this information to the Contractor.
 2. The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.
 3. If requested by the Technical Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Technical Authority first approves it in writing. The Contractor must also obtain the Technical Authority's approval before making any changes to a form or script.
 4. At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Technical Authority for instructions.

05 Maintaining the Accuracy, Privacy and Integrity of Personal Information

The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor must:

- a. segregate all Records from the Contractor's own information and records;
- b. restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- c. provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Technical Authority if requested;
- d. if requested by the Technical Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Technical Authority) their responsibilities to maintain the privacy of the Personal Information;
- e. keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information

(whether those requests are made directly by an individual or by the Technical Authority on behalf of an individual);

f. include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Technical Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Technical Authority to make the correction, the Contractor must do so;

g. keep a record of the date and source of the last update to each Record; and

h. secure and control access to any hard copy Records.

06 Safeguarding Personal Information

The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:

- a. store the Personal Information electronically in Government of Canada databases only, as identified by the Technical Authority, for which a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;
- b. ensure that passwords or other access controls are not disclosed to anyone;
- c. not retain or remove any Personal Information or Record from the work site within the Quarantine site, airport or border point of entry;
- d. implement any reasonable security or protection measures requested by the Technical Authority from time to time; and
- e. notify the Contracting Authority and the Technical Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

07 Audit

The Technical Authority may audit the Contractor's compliance with these supplemental general conditions at any time. If requested by the Technical Authority, the Contractor must provide the Technical Authority (or the Technical Authority's authorized representative) with access to its premises and to the Personal Information and Records at all reasonable times. If the Technical Authority identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

08 Statutory Obligations

1. The Contractor acknowledges that both the Contracting Authority, handling Personal Information and Records for contract administration purposes, and the Technical Authority are required to handle the Personal Information and the Records in accordance with the

provisions of Canada's [Privacy Act](#), [Access to Information Act](#), R.S. 1985, c. A-1, and [Library and Archives of Canada Act](#), S.C. 2004, c. 11. The Contractor agrees to comply with any requirement established by the Contracting Authority and the Technical Authority that is reasonably required to ensure that the Contracting Authority and the Technical Authority meet their obligations under these acts and any other legislation in effect from time to time. As a clarification, the Contracting Authority's handling of Personal Information and Records, for contract administration purposes, are limited to the cases as specifically detailed in these supplemental general conditions.

2. The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the [Personal Information Protection and Electronic Documents Act](#), S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority and the Technical Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

09 Disposing of Records and Returning Records to Canada

The Contractor must not dispose of any Record, except as instructed by the Technical Authority. On request by the Technical Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all Records (including all copies) to the Technical Authority.

10 Legal Requirement to Disclose Personal Information

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority and the Technical Authority, in order to provide the Contracting Authority and the Technical Authority with an opportunity to participate in any relevant proceedings.

11 Complaints

The Technical Authority and the Contractor each agree to notify the other immediately if a complaint is received under the [Access to Information Act](#) or the [Privacy Act](#) or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

12 Exception

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

3 Security Requirements

- 3.1 There is no security requirement applicable to the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to November 30, 2020 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by 6 additional 1 month periods each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lisa Le
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Major Projects Procurement Directorate
Address: 10 Wellington Street
Les Terrasses de la Chaudière
Gatineau, Québec K1A 0S5
Canada
Telephone: 613-858-7912
E-mail address: Lisa.Le@tpsgc-pwgsc.gc.ca

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

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. The Technical Authority is also responsible for all other matters related to the TAs, including vendor performance and acceptance of Work.

5.3 Task Authorization Authorities (TAAs)

The TAAs for the Contract are:

[to be determined]

The Task Authorization Authorities are responsible for the issuance and management of all Task Authorization Requests under this Contract. Only one TA Authority is required to issue any individual Task Authorization provided that the total TA value does not exceed the financial limitation specified in article 1.2 C of the Contract.

5.4 Contractor's Representative

[to be inserted at contract award]

Name: _____

Title: _____

Phone: _____

Email: _____

The Contractor's Representative has the authority to deal with Canada on behalf of the Contractor in regard to all matters related to this contract.

6 Payment

6.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ *[to be inserted at contract award]*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or

-
- b. one month before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment – Authorized TA

One of the following methods will form part of the authorized TA:

i) Single Payment

For Work specified in an authorized TA subject to a limitation of expenditure with a TA period of service that does not exceed 30 calendar days, Canada will pay the Contractor upon completion and delivery of the Work in arrears, up to the limitation of expenditure of the TA, for actual time worked in accordance with the all-inclusive firm hourly rates set out in Annex B, Basis of Payment if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

ii) Monthly Payment

For the Work specified in an authorized TA subject to a limitation of expenditure with a TA period of service exceeding 30 calendar days, Canada will pay the Contractor on a monthly basis for Work performed during the month covered by the invoice in arrears, up to the limitation of expenditure of the TA, for actual time worked in accordance with the all-inclusive firm hourly rates set out in Annex B, Basis of Payment if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and,
- c. the Work performed has been accepted by Canada.

6.4 SACC Manual Clauses

SACC Manual Clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department
SACC Manual Clause [C0710C](#) (2007-11-30), Time and Contract Price Verification
SACC Manual Clause [1031-2](#) (2012-07-16), Contract Cost Principles

6.5 Discretionary Audit

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

6.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

[to be completed at contract award]

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. any other documents as specified in the Contract; and
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
 - a. One PDF copy must be forwarded to the following generic address: hc.p2p.east.invoices-factures.est.sc@canada.ca; and
 - b. One PDF copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract at the following email address: Lisa.Le@tpsgc-pwgsc.gc.ca.

8 Certifications and Additional Information

8.1 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.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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 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]*

10 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 general conditions 2035 (2020-05-28) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work and appendices;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any); and
- (g) the Contractor's bid dated _____. *[to be inserted at contract award]*

11 Foreign Nationals

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

12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13 Additional Clauses

SACC Manual Clause [A9068C](#) (2010-01-11), Government Site Regulations

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20202491

Amd. No. - N° de la modif.
File No. - N° du dossier
050xf.6D112-202491

Buyer ID - Id de l'acheteur
050xf
CCC No./N° CCC - FMS No./N° VME

14 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a **Public Service Superannuation Act** (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with **Contracting Policy Notice: 2012-2** of the Treasury Board Secretariat of Canada.

[Note: The Proactive Disclosure of Contracts with Former Public Servants will be removed from the resulting contract if the winning Bidder is not a Former Public Servant]

ANNEX A

STATEMENT OF WORK

1. Scope

The Public Health Agency of Canada (PHAC) has a requirement for nursing services on an “as and when requested” basis for Travellers returning from outside of Canada who are housed in a Quarantine Site and placed under quarantine order by the Government of Canada (GoC). PHAC also has a requirement for nursing services at identified airports and border points of entry (see Appendix C and D).

2. Objectives

PHAC requires nursing services and health assessments to support its onsite health operations team. The contract nurses will provide nursing services such as conducting health assessment checks on Travellers returning from abroad, at Quarantine Sites and at the identified airports and border points of entry, to prevent and limit the spread of COVID-19 upon entering Canada.

3. Background

On March 25, 2020, the GoC invoked the Quarantine Act which gives the Minister of Health the power to screen Travellers entering and exiting Canada who may have a communicable disease, to set-up designated quarantine zones, and to fine and jail Travellers who refuse to comply with the instructions of screening or Quarantine Officers under the Act. The Minister of Health has the power, under the Act, to establish quarantine facilities and quarantine stations, used for the administration and enforcement of the Act, at any place in Canada. Through its mandate to prevent and control infection, PHAC has established Quarantine Sites at various hotels and facilities across Canada.

In cases where the Traveller is determined by the PHAC Quarantine Officer to not have an acceptable self-quarantine plan, PHAC is responsible for providing the Travellers with accommodation and the basic necessities, including food and medicine at a location established by PHAC as a Quarantine Site. In some cases, the Travellers may only require short term accommodation while they are in transit to their home or in other cases they require accommodation normally up to 14 days, prior to returning to their home. During the time, that the Traveller is housed at the Quarantine Site, daily health checks may be required, to be administered by nurses. In addition, Travellers returning from abroad may need to be assessed by the contract nurses at identified airports and border points of entry.

4. Requirement

The Contractor must provide Registered Nurses (RN) on an “as and when requested” basis. The nursing services are required in the provinces and territory as follow:

Stream 4 – Saskatchewan; and
Stream 9 – Nova Scotia.

In each Stream, there are Quarantine Sites identified in Appendix B; Airport Points of Entry locations identified in Appendix C and Points of Entry identified in Appendix D at which services will be required.

4.1 Tasks, Activities, Deliverables and/or Milestones

The contract nurses must provide nursing services and health assessment support to the onsite health operations team by conducting up to 3 times daily health assessment checks on Travellers returning from abroad who are housed in Quarantine Sites, and on Travellers returning and entering Canada at the identified airports and border points of entry.

4.1.1 Tasks Related to Conducting a Health Assessment on Each Traveller

At the beginning of each shift, the contract nurses must report to the PHAC Quarantine Officer or a Designated Regional Contact responsible for the site that will provide them with the Personal Protective Equipment (PPE); the forms on a clipboard or digital tablet for recording the health assessments; and direct them to the physical location of each Traveller. The PHAC Quarantine Officer or a Designated Regional Contact responsible for the site will also provide any instruction on the use of PPE for any contract nurses working their first shift and will provide additional information or guidance as relevant to the Work.

The contract nurses must perform an assessment on each Traveller at the assigned location (Quarantine Site, airport or border point of entry). The tasks that must be performed include but are not limited to:

1. Nursing assessments of the physical, emotional and mental health of each of the Travellers which may include conducting basic exams such as taking vital signs and blood pressure. The physical health assessment must, at minimum, consist of a measured temperature and asking the Traveller about their possible symptoms of COVID-19 (questions related to any changes in their health status). The average duration of each Traveller assessment is estimated at 5 to 7 minutes;
2. At the Quarantine Sites only, carry out treatment plans, identified by the PHAC Quarantine Officer or a Designated Regional Contact responsible for the site, for Travellers that may include giving medications, and coordinating treatments;
3. Immediately after completing the assessment, refer symptomatic Travellers to the PHAC Quarantine Officer or Designated Regional Contact responsible for the site;
4. Collect the data on each Traveller's health assessment, aggregate it into the format provided by the PHAC Quarantine Officer or Designated Regional Contact, and provide the data to the PHAC Quarantine Officer or a Designated Regional Contact responsible for the site by the end of each shift, unless a Traveller becomes symptomatic, in which case the data will be provided immediately after the health assessment to the PHAC Quarantine Officer or a Designated Regional Contact responsible for the site. No data is to be retained or removed from the site by the contract nurses;
5. By the end of each shift, refer any concerns with the physical, emotional and mental health of each of the Travellers to the PHAC Quarantine Officer or Designated Regional Contact responsible for the site;

6. When requested by the PHAC Quarantine Officer or Designated Regional Contact responsible for the site, conduct follow-up on specific Travellers; and
7. When requested by the PHAC Quarantine Officer or Designated Regional Contact responsible for the site, participate in training on the use of PPE beyond the introductory 15 minute PPE guidance session.

4.2 Assumptions

- a) Travellers who are isolated may include both asymptomatic and symptomatic people.
- b) Any Traveller who becomes symptomatic will be referred to the PHAC Quarantine Officer on site. The PHAC Quarantine Officer will oversee the next steps taken with the Traveller and if required, will work with local health authorities.
- c) Travellers' families may be housed in the same room at the Quarantine Sites. It is assumed that up to 4 people may be isolated in a room.
- d) Travellers, who are isolated, normally stay a maximum of 14 days at the site. Their stay will be longer if the Traveller was in contact with a case, then their quarantine period will be renewed for an additional period. The start and end date for the individual Traveller's isolation period is dependent upon when they arrive in Canada. Travellers, who spent time in transit, may stay for less than 14 days. As a result, not all Travellers' start and end time of isolation will be the same period.
- e) A PHAC Quarantine Officer or an identified Designated Regional Contact will be available at each Quarantine Site either in person or by phone for consultation.
- f) Any medications required by the Travellers will be provided by the PHAC Quarantine Officer or a Designated Regional Contact responsible for the site. The medication may need to be dispensed by the contract nurses under the guidance of the PHAC Quarantine Officer and will be prescribed by a physician organized by PHAC, or the provincial or territorial authorities.
- g) The number of health assessments required for each Traveller is expected to be a minimum of one for each Traveller at airports or border points of entry and up to three for each Traveller on a daily basis at Quarantine Sites. The PHAC Quarantine Officer or a Designated Regional Contact responsible for the site will provide guidance to the contract nurses on the number of health assessments required.
- h) Each of the contract nurses will be entitled to breaks and meal breaks in accordance with the respective provincial and territorial regulations. It is expected that the contract nurses may be requested to work on statutory holidays, and in some cases work overtime, as defined for the specific province or territory.
- i) PHAC nurses may be working at the same sites as the Contractor's resources to provide nursing services.
- j) All documentation of the health assessments must be completed on charts or electronic devices provided by the PHAC Quarantine Officer or a Designated Regional Contact at the site and must be

returned to the PHAC Quarantine Officer or a Designated Regional Contact at the site for input into the PHAC network. The contract nurses will have no access to PHAC's system and will not be allowed to retain any of the records upon completion of their shift.

k) All Travellers returning to Canada at an airport or a border point of entry will be first processed by the existing rules and regulations of the Canada Border Services Agency (CBSA) and dependent upon the CBSA assessment, will then be directed to the PHAC Quarantine Officer or a Designated Regional Contact at the site. The PHAC Quarantine Officer or a Designated Regional Contact will then determine if a health assessment is required and will then instruct the contract nurses to conduct the health assessment if the contract nurses are being used on site.

4.3 Specifications and Standards

All Work must be delivered in accordance with Scope of Practice of the applicable provincial/territorial regulatory and professional bodies as well as the relevant guidelines identified in the Coronavirus disease (COVID-19) for health professionals located at <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/health-professionals.html?topic=tilelink>, as amended from time to time.

5. Technical, Operational and Organizational Environment

The Work will be undertaken at the Quarantine Sites, airports or border points of entry locations located across Canada. Due to existing workload and deadlines, all personnel assigned to this Contract must be ready to work in close and frequent contact with the PHAC Project Authority and other GoC personnel.

6. Method and Source of Acceptance

The PHAC Project Authority or delegated representative will meet with the Contractor over the course of the Contract and will outline any deficiencies, if any, that need to be addressed. The Contractor must deal with deficiencies within the prescribed timelines and carry out remediation measures to the satisfaction of the PHAC Project Authority or delegated representative.

7. Reporting Requirements

The Contractor must provide weekly updates through email to the PHAC Project Authority or delegated representative and daily if requested by the PHAC Quarantine Officer or Designated Regional Contact responsible for the site on the status of assessments and nursing services.

8. Project Management Control Procedures

The Contractor must attend regular meetings either in person or virtually held with the PHAC Quarantine Officer or Designated Regional Contact at the site to monitor and control the work assigned to the Contractor.

9. Additional Information

9.1 The Contractor will have access to the Quarantine sites (location depends on city, province or territory) and will be provided with:

- Access to facilities for coordination of activities (i.e. nursing records and office space);
- Access to a PHAC Project Authority or delegated representative and/or PHAC Quarantine Officer or Designated Regional Contact at the site who will be available to provide information, guidance, direction, coordination activities or respond to questions;
- Assessment and charting supplies supplied by PHAC;
- Provision of all required PPE to be worn throughout the contract period such as gloves, long sleeve gowns, facial protections such as surgical/procedural mask and eye protection, face shield or surgical/procedural mask with visor attachment, and a N95 respirator (plus eye protection). Hand sanitizer will be provided as well on site; and
- Provision of an introductory 15 minute PPE guidance session to all contract nurses at the designated site the first time that the resource works on site.

9.2 Contractor's Additional Obligations

- a) Unless otherwise specified, the Contractor must use its own equipment for the performance of the Work;
- b) the Contractor and contract nurses must not retain or remove any data from the site;
- c) The Contractor must to provide appropriate occupational health and safety advice to their personnel assigned to this work based on the nature of their duties;
- d) The Contractor's nurses must assist with the screening assessments of individuals located in the designated site (location depends on city, province or territory);
- e) The Contractor's nurses must observe the applicable provincial or territorial Public Health Authority's PPE requirements; and
- f) In the event of an investigation of nursing practice, or conduct, involving the Contractor's nurse, the Contractor and their nurses, as required, must participate and aid in the investigative process including but not limited to, speaking with the PHAC Project Authority and the PHAC investigators, submitting written statements and appearing at any reviews. The cooperative participation of the Contractor and its nurses will be at no cost to Canada.

9.3 Location of Work, Work Site and Delivery Point

The Work is expected to take place at the Quarantine Site, airport or border points of entry (location depends on city, province or territory) identified by PHAC Project Authority or Designated Regional Contact. The locations are provided in Appendix B, C and D and they may be updated as required by PHAC.

9.4 Language of Work

The language of Work is identified in Appendix B, C and D.

9.5 Health Canada and Public Health Declaration

All of the Contractor's resources must not have been convicted of a criminal offense and must complete and sign a Health Canada and Public Health Declaration in advance of working any shifts.

9.6 Travel and Living

Travel will be required for the Contractor's resources to and from the Quarantine Sites, designated airports and border points of entry and in some cases when the Contractor must supplement its number of resources to meet a particular request with resources who reside more than 50 km outside of the identified site. In such circumstances when the PHAC Project Authority or Designated Regional Contact pre-approves the travel, the Contractor will be reimbursed its authorized travel and living expenses which are reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/en>) and with the other provisions of the directive referring to "travellers", rather than those referring to 'employees'.

9.7 Nurses Qualification

For all Streams, each of the Contractor's nurses must:

- 1) have graduated from a Registered Nursing Program by the Council of the College of Nurses;
- 2) have an unrestricted license and in "good standing" with the Provincial or Territorial regulatory body in the province/territory of practice;
- 3) have a Certificate of Standard First Aid and Basic Life Support (BLS) to Healthcare Provider or equivalent such as Cardio-pulmonary Resuscitation/Automated External Defibrillator (CPA/AED) Level C;
- 4) have a minimum of 1 year of work experience providing nursing services; and
- 5) have been fit-tested for a N-95 (or equivalent) mask in the last 2 years and have a minimum of 6 months of work experience working in an environment requiring them to wear PPE in conducting their work.

In addition, each of the Contractor's nurses providing nursing services in Quebec and in New Brunswick must have worked a minimum of 6 months in both English and French languages in the last 2 years.

Appendix A – Glossary

Term	Definition
Asymptomatic	When a disease exists without noticeable symptoms, the person is asymptomatic.
Designated Regional Contact	A person designated by PHAC as responsible for making decisions on behalf of the PHAC Project Authority or the PHAC Quarantine Officer related to the provision of services under this Contract.
PHAC Quarantine Officer	An individual designated by PHAC under the Quarantine Act as responsible for implementing the Minister of Health Responsibilities at a specific site.
Quarantine Site	Sites in which PHAC has set up a quarantine facility, such as in a hotel that a returning Traveller may self-isolate if they cannot isolate at their home or do not have a credible quarantine plan. PHAC provides the Traveller at the site with accommodation and meals for those situations.
Symptomatic	When someone has the common symptoms associated with a disease or condition, they are considered symptomatic.
Traveller	<p>For purposes of this requirement only, Travellers who come to Canada during the COVID-19 restrictions include:</p> <ul style="list-style-type: none">• Canadian citizens;• Canadian permanent residents;• Temporary foreign workers; and• Immediate family members of a Canadian citizen or Canadian permanent resident. <p>In addition, “Traveller” can refer to anyone referred to the PHAC Quarantine Sites by another jurisdiction such as a provincial or territorial government in conjunction with their public health mandate.</p>

Appendix B – Details on the Federally Designated Quarantine Sites and Federal Lodging Space in Provincial/Territorial Site

Estimated data: The Estimated data described in appendices B, C and D of this SOW are provided for information purposes only. The inclusion of this data in the Statement of Work (SOW) does not represent a commitment by Canada and it does not represent a guarantee by Canada that Canada's future usage of the services will be consistent with this data. Actual volume may change.

Stream	Estimated Number of Rooms	Estimated # of Travellers served on a daily basis (assuming a family of up to 4 individuals)	Language of Work (E = English only; B = English and French)	Estimated Hours of coverage Required (Local time)	Estimated # of Contracted Resources required each shift
4 – Saskatchewan (Regina area)	5	20	E	8 am to 4 pm	1
9 – Nova Scotia (Halifax and Dartmouth area)	10	40	E	8 am to 4 pm	1

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050xf.6D112-202491

Buyer ID - Id de l'acheteur
050xf
CCC No./N° CCC - FMS No./N° VME

Appendix C – Airports Port of Entry Requiring Service

Estimated data: The Estimated data described in appendices B, C and D of this SOW are provided for information purposes only. The inclusion of this data in the Statement of Work (SOW) does not represent a commitment by Canada and it does not represent a guarantee by Canada that Canada's future usage of the services will be consistent with this data. Actual volume may change.

Ports of Entry Location	Language of Work (E = English, B = Bilingual)	Estimated # of Contractor Resources required
Halifax Airport	E	Up to 2

ANNEX B

BASIS OF PAYMENT

1.0 Professional Fees

[To be completed upon Contract Issuance]

During the period of the Contract, including any exercised option periods, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.1 Regular and Stand-by Hourly Rates

The Contractor will be paid the all-inclusive firm hourly rates for Regular and Stand-by Work as follows:

Stream 4 - Saskatchewan	
Resource	All-Inclusive Firm Hourly Rate
Registered Nurse (RN)	<i>[rate to be specified in the resulting contract]</i>

Stream 9 – Nova Scotia	
Resource	All-Inclusive Firm Hourly Rate
Registered Nurse (RN)	<i>[rate to be specified in the resulting contract]</i>

Stand-by is payable at the rate of one hour of the Regular Hourly Rate for every eight hours of Stand-by.

Regular Working Hours: means the hours of work between 8:00 AM to 8:00 PM Monday to Sunday (subject to change and can vary based on Location of Work).

Stand-by: means any period of time duly authorized by either the Technical Authority, TA Authority, or their delegate(s), during which the nurse is required, during off-duty hours, to be available at a known telecommunication number and be readily able to return for duty, without undue delay, if called or contacted or both.

1.2 Overtime and Work performed on Statutory Holidays:

The Contractor will be paid all-inclusive hourly rates for Work performed on Overtime and Statutory Holidays, as follows:

Stream 4 - Saskatchewan	
Resource	All-Inclusive Firm Hourly Rate
Registered Nurse (RN)	<i>[rate to be specified in the resulting contract]</i>

Stream 9 – Nova Scotia	
Resource	All-Inclusive Firm Hourly Rate
Registered Nurse (RN)	<i>[rate to be specified in the resulting contract]</i>

Overtime: means any Work required to be performed in excess of the Regular Working Hours. No overtime Work is to be performed under the Task Authorization unless authorized in advance and in writing by either Technical Authority, TA Authority, or their delegate(s).

Statutory Holidays: means federally and/or provincially observed holidays.

2.0 Travel and Living Expenses

- a) All travel must have the prior authorization of the TA Authority in charge of submitting the TA form for a specific requirement.
- b) Travel will be required for the Contractor's resources to and from the Quarantine Sites, designated airports and border points of entry and in some cases when the Contractor must supplement its number of resources to meet a particular request with resources who reside more than 50 km outside of the identified site. In such circumstances when the PHAC Project Authority or Designated Regional Contact pre-approves the travel, the Contractor will be reimbursed its authorized travel and living expenses which are reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/en>) and with the other provisions of the directive referring to "travellers", rather than those referring to 'employees'.
- c) Travel originating from outside of Canada will not be reimbursed.
- d) Canada will not mail belongings back and forth between Locations of Work between assignments. All freight and excess baggage must be processed by the Contractor and only invoiced to Canada if approved under the terms of a specific TA.
- e) The Contractor must ensure that all Nurses, in normal circumstances, travel to the Location of Work the day before Work is to commence, and depart the last day of the period of service, unless otherwise stated in the TA.
- f) In situations where the Nurse is assessed to not meet the minimum competencies, or in the opinion of Canada, is incapable of doing the required Work, the Contractor will be responsible for the salary, travel, and accommodation costs for the Nurse to return to a Location of Work. Also in these instances, the Contractor must assume all costs for providing a qualified replacement to the Location of Work.
- g) In the event that a Nurse must be removed from the Location of Work as a result of performance and/or conduct issues, the Contractor must cover all costs associated with removing the Nurse from the Location of Work.
- h) Canada will be responsible for travel costs associated with removing a Nurse from the community in circumstances of a natural disaster or emergency (e.g. fire, flood, oil spill etc.)
- i) Canada will be responsible for travel costs associated with any change in the Location of Work that is initiated by Canada.

- j) Where there are extenuating circumstances following successful departure from the Location of Work (e.g. poor weather) which would delay the Nurse's arrival to the Location of Work at commencement of period of service outlined in the TA, Canada will pay for accommodation and transportation at the economy rate. Such extenuating circumstances will need approval of the TAA.
- k) Where there are extenuating circumstances (e.g. poor weather) disrupting travel from the Location of Work which would delay the Nurse's arrival to a Location of Work at completion of period of service outlined in the TA, Canada will pay for accommodation and transportation at the economy rate. Such extenuating circumstances will need approval of the TAA.
- l) The authorized travel and living expenses will be paid upon submission of an itemized statement and must be supported by receipt vouchers. All payments are subject to government audit.
- m) All travel booked by the Contractor must be either fully refundable or flexible fare. In exceptional circumstances, when there is no refundable or flexible fare option available, then the Contractor must seek TAA approval prior to booking the travel
- n) Canada will not reimburse travel costs associated with any change in the Location of Work that is initiated by Canada (as indicated in Annex B, article 2 i) above) nor will Canada reimburse the Contractor for any change fees incurred for rescheduling travel for a Nurse (as indicated in Annex B, article 3.2.2 below) when the Contractor has purchased a non-refundable or non-flexible fare ticket without first obtaining prior approval from the TAA.

2.1 Travel Time While in Transit

Following the authorized participation in a Medical Evacuation, or travel time as a result of a Canada initiated change of Location of Work, subsequent to the period of service start date, there may be periods of time in which a Nurse is in transit, or layover, waiting to return to the Location of Work. In these instances time spent by a Nurse travelling in transit may be invoiced at 50% of its Regular Hourly Rate, for hours in transit between 8:00 a.m. and 8:00 p.m., as per the Regular Working Hours. Any such claim must be supported by an authorized time sheet.

3.0 Termination for Convenience or Reduction of the Period of Service of a Task Authorization

3.1 Professional Fees:

3.1.1 There will be no charge to Canada for TA Termination for Convenience, or reduction to the period of services of a TA, if written notification is provided to the Contractor 14 or more calendar days prior to the period of service start date as indicated in an authorized TA.

3.1.2 Where a TA is either terminated by Canada for convenience, or where the period of services of a TA is reduced by more than 5 days by Canada, less than 14 calendar days prior to the period of service start date, as indicated in an authorized TA, and alternative assignment(s) of similar duration and timeline to the period reduced, or terminated, have not been offered to the Contractor, the Contractor may invoice Canada at rate of \$250 per day for each day of the period of service that was reduced or terminated, up

to a maximum of 10 days.

3.2 Travel Expenses

3.2.1 Where a TA is terminated by Canada, and the Contractor has provided the TA Authority with a copy of the confirmed travel itinerary, demonstrating that the travel has been booked consistent with the approved TA, the Contractor will be reimbursed at cost for the amount committed by the Contractor for the travel arrangements made, subject to the following conditions:

- a. the Contractor must manage and apply any travel credits received due to the TA termination towards future TA requests under the Contract whenever it is possible to do so; and,
- b. Whenever travel credits exist, the Contractor must provide a detailed travel credit report to the Technical Authority and the Contracting Authority on the first day of each calendar month. The travel credit report must include the following information:
 - i. For each authorized TA terminated, the following data elements must be presented:
 - The TA number;
 - The total value of the credits generated by the termination;
 - Proof of any credit restrictions imposed by the issuer (i.e. the travel company) related to use of the resulting credits;
 - Copies of receipts or vouchers demonstrating the travel credits;
 - The total value of all travel approved by Canada and purchased by the Contractor for the authorized TA; and
 - The date of issuance of the original TA.
 - ii. A table indicating total amounts for all authorized TAs terminated. The following data elements must be presented in the table:
 - A breakdown of the total value of all travel credits accumulated under the Contract to date, including TA numbers for which the travel credits were originally granted;
 - A breakdown of the total of all travel credits that have been redeemed towards TAs under the Contract, including TA numbers for which the travel credits were redeemed;
 - The total value of the remaining travel credit balance for all TAs terminated under the Contract; and
 - The total value of all applicable professional fees.

3.2.2 Where the period of services of a TA is reduced or extended at the request of Canada, and the Contractor has previously provided the TAA with a copy of the confirmed travel itinerary demonstrating that the travel has been booked consistent with the approved TA, and travel related to return to a Location of Work is no longer applicable, the Contractor will be reimbursed for any change fees incurred for rescheduling travel for the Nurse.

3.3 No other charges to Canada will apply in relation to a termination.

3.4 Nothing in article 3.2 will affect Canada's rights to terminate the Contract as specified in the general terms and conditions.

ANNEX C

INSURANCE REQUIREMENTS

C.1 Commercial General Liability Insurance

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

C.2 Medical Malpractice Liability Insurance

1. The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
3. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority 30 days written notice of cancellation.

C.3 Nursing Malpractice Liability Insurance

Throughout the duration of the Contract, the Contractor must maintain in full force and effect a policy of comprehensive general liability insurance to include coverage for any negligence, malpractice and medical professional liability by its resources, officers, servants, agents' representatives that could arise in the performance or non-performance of this Contract.

The Contractor must provide a duplicate of notices of any nature or kind relating to the policy, including but not limited to notices of:

- a. legal proceeding resulting from actions against the insured under the insurance coverage;
- b. cancellation;
- c. changes of material risk; or
- d. breached of statutory conditions.

be sent by registered mail by the Contractor or the Insurer to Canada.

The Contractor must ensure that the Contract Nurses delivering the services to be performed under this Contract maintain malpractice and liability insurance.

Solicitation No. - N° de l'invitation
6D112-202491/B
Client Ref. No. - N° de réf. du client
20202491

Amd. No. - N° de la modif.
File No. - N° du dossier
050xf.6D112-202491

Buyer ID - Id de l'acheteur
050xf
CCC No./N° CCC - FMS No./N° VME

ANNEX D

TASK AUTHORIZATION FORM

See attached Annex D Task Authorization Form PDF



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

Solicitation No. - N° de l'invitation
6D112-202491/B
Client Ref. No. - N° de réf. du client
20202491

Amd. No. - N° de la modif.
File No. - N° du dossier
050xf.6D112-202491

Buyer ID - Id de l'acheteur
050xf
CCC No./N° CCC - FMS No./N° VME

ANNEX E

PERIODIC USAGE REPORTS TEMPLATE

See attached Annex E Periodic Usage Reports Template.xls