



**OFFER TO THE DEPARTMENT OF PUBLIC SAFETY CANADA
VENDOR INFORMATION AND AUTHORIZATION**

Each proposal must include a copy of this page properly completed and signed.

Vendor Name and Address

Legal Status (incorporated, registered, etc.)

GST or HST Registration Number and/or Business Identification Number (Canada Revenue Agency)

Name and Title of Person authorized to sign on behalf of Vendor

Print Name: _____

Title: _____

Signature: _____ Date: _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Print Name: _____

Title: _____

Tel: _____ Email: _____



PART 1 – GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into six parts 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: includes the certifications to be provided;
- Part 6 Security Requirements
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include

- Annex A: Statement of Work
- Annex B: Basis of Payment
- Annex C: Security Requirements Checklist
- Annex D: Security Guide
- Annex E: Sample Task Authorization Form
- Annex F: Non-Disclosure Agreement

2. SUMMARY

Public Safety has a requirement to establish a task authorization based contract for Systematic reviews of research and evidence related to illicit tobacco in Canada. See Annex A, Statement of Work, for additional details.

The Contract period will be from the date of Contract award to March 31, 2022, with one, two-year irrevocable option period.

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. INTERNAL APPROVALS

Bidders should note that all Contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount. Notwithstanding that a Bidder may have been recommended for Contract award, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.



PART 1 – GENERAL INFORMATION

5. PROCUREMENT OMBUDSMAN

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

6. INTELLECTUAL PROPERTY

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts* (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>):

To generate knowledge and information for public dissemination.

Upon request, Public Safety Canada may grant a royalty-free license to the successful Contractor.



PART 2 – BIDDER INSTRUCTIONS

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>) 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.

1.1 **2003 Standard Instructions – Goods or Services – Competitive Requirements (2020-05-28)**

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 Section 5, Submission of bids, of Standard Instructions 2003 – Goods or Services – Competitive Requirements, incorporated by reference above is amended as follows:

Delete: sixty (60) days

Insert: one-hundred twenty (120) days

Section 8, Transmission by facsimile or by epost Connect, of Standard Instructions 2003, Goods or Services – Competitive Requirements, incorporated by reference above is deleted in its entirety.

Section 18, Conflict of Interest – Unfair Advantage, of Standard Instructions 2003, Goods or Services – Competitive Requirements, incorporated by reference above is deleted in its entirety and replaced with the following:

The following definitions apply for the purposes of this Section:

“Tobacco Advertising and Promotion” means any form of commercial communication, recommendation or action with the aim, effect or likely effect of promoting a Tobacco Product or tobacco use either directly or indirectly;

“Tobacco Industry” means tobacco manufacturers, wholesale distributors and importers of Tobacco Products and includes any person or business involved in Tobacco Advertising and Promotion and/or Tobacco Sponsorship;

“Tobacco Products” means products entirely or partly made of the leaf tobacco as raw material which are manufactured to be used for smoking, sucking, chewing, snuffing, or vaping

“Tobacco Sponsorship” means any form of contribution to any event, activity or individual with the aim, effect or likely effect of promoting a tobacco product or tobacco use either directly or indirectly;

18 Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;



PART 2 – BIDDER INSTRUCTIONS

- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. In order to uphold Canada's commitments under the World Health Organization Framework Convention on Tobacco Control, to which Canada is a signatory, Canada will reject a bid received from a Bidder, including any of its subcontractors, and any of their respective employees, that is presently a member of the Tobacco Industry. For greater clarity, Bids received from members of the Tobacco Industry are deemed to be in conflict of interest (real or perceived) and will not be considered.
4. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2. SUBMISSION OF BIDS

Bids submitted by facsimile or by courier will not be accepted.

Bids must only be emailed to the email address provided below. The only acceptable email is:

ps.contractunit-unitedecontrats.sp@canada.ca

Bids not received at the aforementioned email address by the closing date and time specified on page 1 of this solicitation document will not be accepted.

For email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including, but not limited to:

- Receipt of garbled or incomplete bid;
- File size;
- Delay in transmission or receipt of the bid;
- Failure of the Bidder to properly identify the bid;
- Illegibility of the bid; or
- Security of the bid data.

Please note that .zip files will be rejected by Government of Canada servers.



PART 2 – BIDDER INSTRUCTIONS

3. ENQUIRIES – BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

A request for a time extension to the bid closing date will be considered provided it is received in writing by the PS Contracting Authority at least five (5) working days before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated by www.BuyandSell.gc.ca at least three (3) working days before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the PS Contracting Authority.

4. APPLICABLE LAWS

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

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

5. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in this bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **five (5)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. OFFICE OF THE PROCUREMENT OMBUDSMAN

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 3 – BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

Canada requires that bidders submit their bid in separate files as follows:

Section I: Technical Bid: 1 soft copy, submitted by email
Section II: Financial Bid: 1 soft copy, submitted by email
Section III: Certifications 1 soft copy, submitted by email

Bidders may submit all sections of their bid via a single email however, each section of the bid must be submitted as a separate file. If Bidders submit their proposal through multiple emails, all emails must be received at the specified email address by the closing date and time.

Canada requests that bidders submit their bid in an editable format such as Microsoft Word or in PDF.

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

SECTION I: TECHNICAL BID

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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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.

The technical proposal must exclude any reference to financial information relative to the costing of the proposal.

Failure to provide a technical proposal with the submission will result in non-compliance and will not be evaluated.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

Failure to provide a financial proposal with the submission will result in non-compliance and the bid will not be evaluated.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

1.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

2. TECHNICAL EVALUATION

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. The Bidder should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project of the same resource will only be counted once. For example: Project #1 timeframe is July 2015 to December 2015; Project #2 timeframe is October 2015 to January 2016; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states, "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

Proposals not meeting the mandatory requirements below will be given no further consideration.

2.1. Mandatory Technical Criteria

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

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion will be addressed separately.

The Bidder must provide sufficient detail to clearly demonstrate how they meet each mandatory requirement below. Bidders are advised that only listing experience without providing any supporting data and information to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purpose of this evaluation.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

Mandatory Evaluation Criteria		
Number	Criterion	Demonstrated Compliance
MT1	<p>The Bidder must propose a specific team of resources to perform the tasks and deliverables identified in the SOW. At a minimum, the Bidder must propose a Project Lead.</p> <p>The Bidder must include, as part of its proposal, a detailed Curriculum Vitae (CV) for each of its proposed senior and intermediate level resources, including the Project Lead and all associates, managers, and researchers. Junior level research assistants do not need to be specifically named by the Bidder and a CV does not need to be submitted.</p> <p>All CVs should be up-to-date and should be submitted as an Appendix in alphabetical name sequence. It is recommended that the Bidder bold-faces or highlights the relevant areas in each respective CV.</p>	
MT2	<p>The Bidder must demonstrate that at least one of its proposed resources* has at least one year experience in the last five years leading** research projects involving quantitative research and analysis in the field of licit or illicit drug markets, including but not limited to tobacco, alcohol, or illicit substances AND at least one year experience in the last five years leading** research projects involving qualitative research and analysis in the field of licit or illicit drug markets, including but not limited to tobacco, alcohol, or illicit substances.</p> <p>*Bidders may not combine the experience of multiple resources to satisfy this criterion</p> <p>**Leading is defined as overseeing a project from start to finish; serving as the main, principal investigator for the work; and, responsible the final deliverable.</p>	
MT3	<p>The Bidder must demonstrate it has the capacity* to provide professional research services in both French and English.</p> <p>The Bidder must confirm in writing that at least one of their proposed resources is capable of communicating in both official languages at the level of proficiency* defined below.</p> <p>* Proficiency level: Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are successful. Can tailor language to audience and discuss in depth topics. Able to speak with fluency, grammatical accuracy, vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows sensitivity to social and cultural references.</p>	



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

Mandatory Evaluation Criteria		
Number	Criterion	Demonstrated Compliance
MT4	<p>The Bidder must demonstrate that the Project Leader or another senior member of the project team has at least one year experience within the last 10 years in sampling and statistical analysis.</p> <p>The experience of multiple resources cannot be combined to meet the requirements of this criterion.</p>	
MT5	<p>The bidder must demonstrate that the Project Leader or another senior member of the project team has at least one year experience within the last 10 years in planning, conducting and analyzing qualitative research interviews.</p> <p>The experience of multiple resources cannot be combined to meet the requirements of this criterion.</p>	

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

2.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Number	Criteria	Scoring	Max. Score	Demonstrated Compliance
R1	<p>The Bidder should demonstrate that its proposed team of resources has published quantitative and qualitative research in the area of licit or illicit drug markets, including but not limited to tobacco, alcohol or illicit substances.</p> <p>*Publications include journal articles, books, book chapters, and grey literature.</p> <p>The Bidder must provide, at minimum, the following details for each publication: title of publication, place of publication (including journal name, if applicable), date of publication, abstract.</p> <p>Public Safety will only review the first five publications presented by the Bidder. In the event a Bidder cites more than five publications, only the first five presented will be reviewed and no consideration will be given to the remaining citations unless another order of preference is given by the Bidder.</p>	<p>Points will be awarded as follows:</p> <p>2 points will be awarded per publication up to a maximum of 10 points.</p> <p>Example: 1 relevant publication = 2 points, 2 relevant publications = 4 points, etc.</p> <p>An additional 5 points will be provided if <u>at least three</u> of the publications for which base points are awarded were published in peer-reviewed journal.</p> <p>An additional 5 points will be provided if <u>at least two</u> of the publications for which base points are awarded included both quantitative and qualitative research.</p>	20	
R2	<p>Draft Methodological Plan – The Bidder should submit a comprehensive analytic plan to complete the work tasks. At minimum, the proposed methodological plan should include:</p>	<p>30 points – Excellent Draft Methodological Plan:</p> <p>Clear and complete with convincing details on all 4 of the listed aspects, including strong rationales for the decisions made and solid, realistic mitigation strategies.</p>	30	

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

Number	Criteria	Scoring	Max. Score	Demonstrated Compliance
	<ol style="list-style-type: none"> 1. Key research questions informed by the project objectives, as outlined in the statement of work; 2. Key methodologies to meet the project objectives, as outlined in the statement of work, including but not limited to interview methodology, comparative case study methodology, and tools and techniques for qualitative and quantitative data analysis. 3. Any additional proposed analyses; and, 4. Advantages and disadvantages of the proposed approach. <p>Strong rationales should be provided for all decisions made in the proposed methodological plan (e.g., why certain techniques, tools, or analyses will be relied upon to complete this research project, why the proposed sampling strategy was selected, etc.).</p> <p>Realistic mitigation strategies should also be proposed in the event of encountering barriers to data collection and/or analyses throughout the duration of the project.</p>	<p>20 points – Good Draft Methodological Plan: Clear with complete and convincing details on at least 3 of 4 of criteria, including strong rationales for most of the decisions made and solid, realistic mitigation strategies.</p> <p>15 points - Average Draft Methodological Plan: Clear with complete and convincing details on at least 3 out of 4 of the listed aspects, rationales for some decisions are weak or missing. The mitigation strategy is presented but lacks some degree of realism.</p> <p>0 points – Poor or Missing Draft Methodological Plan: Either a methodological plan is not submitted or rationales for decisions are missing or are clear. Complete and convincing details are not provided for most for 2 or more of the 4 listed aspects. Rationales for most decisions are weak or missing. The mitigation strategy is either not presented or is unrealistic.</p> <p>Bidders must achieve at least 15 points in order to pass this criterion. If a Bidder fails to achieve at least 15 points, its proposal will be deemed non-compliant and given no further consideration.</p>		
R3	<p>Draft Work Plan – The Bidder should provide a comprehensive draft work plan based on the three potential task authorizations identified in the Statement of Work that:</p> <ol style="list-style-type: none"> 1. shows a logical organization of tasks to be 	<p>Points will be awarded as follows:</p> <p>20 points – Excellent Draft Work Plan: realistic details and explanations of work phase definitions, activities, deadlines and deliverables</p>	20	

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

Number	Criteria	Scoring	Max. Score	Demonstrated Compliance
	<p>completed and scheduling for the project as per the Statement of Work, including resources to be consulted; and</p> <p>2. where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task; and</p> <p>demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work.</p>	<p>resulting in a complete understanding of the work plan, its practicality and achievability.</p> <p>15 points - Good Draft Work Plan: sufficient detail of work phase definitions, activities, deadlines and deliverables that provides a rational plan with a high likelihood of successful implementation.</p> <p>10 points - Average Draft Work Plan: incomplete, insufficient, or unrealistic details provided for some elements of the work phase definitions, activities, deadlines and deliverables; some inconsistencies may be present.</p> <p>0 points – Missing or Poor Draft Work Plan: Either no work plan is submitted or the work plan that is submitted is incomplete, insufficient, or unrealistic and does not provide sufficient details for most elements of the work phase definitions, activities, deadlines and deliverables; many inconsistencies may be present; the presented methods/ outcomes/ outputs/timing are unrealistically presented.</p> <p>Bidders must achieve at least 10 points in order to pass this criterion. If a Bidder fails to achieve at least 10 points, its proposal will be deemed non-compliant and given no further consideration.</p>		
Maximum points:			70	
Overall Minimum Points Required to Pass:			35	



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

3. FINANCIAL EVALUATION

The Bidder must complete this pricing schedule and include it in its financial bid. Prices must only appear in the Financial Bid and in no other part of the bid.

The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded; FOB destination, Customs duties and Excise taxes included. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{Days_worked} = \frac{\text{Hours_Worked}}{7.5_hours_per_day}$$

Note 1: The Estimated Level of Effort included in this pricing schedule is provided for bid evaluation purposes only. It is not to be considered as a contractual guarantee. Its 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 estimation.

Note 2: The quoted all-inclusive firm per diem rates must include the total estimated cost of any travel and living expenses that may need to be incurred inside the National Capital Region (NCR) defined in the National Capital Act (R.S.C., 1985, c. N-4), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>). Under any resulting contract or Task Authorization, Canada will not accept the travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

3.1 Initial Contract Period

Date of Contract award to March 31, 2022				
Resource Name	Category	Estimated Level of Effort	Firm per diem rate	Total
	Project Lead	75 days*		
	Senior/intermediate resources	75 days†		
	Junior	40 days‡		

* The Bidder MUST propose exactly 75 days level of effort to the resource identified as the Projects Lead.

† The Bidder MUST propose a combined level of effort of exactly 75 days to its other senior level (excluding the project lead) and intermediate level resources.

‡ The Bidder MUST propose a combined level of effort of exactly 40 days to its junior level resources



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

3.2 Contract Period One

April 1, 2022, to March 31, 2024				
Resource Name	Category	Estimated Level of Effort	Firm per diem rate	Total
	Project Lead	150 days*		
	Senior/intermediate resources	150 days†		
	Junior	80 days‡		

* The Bidder MUST propose exactly 150 days level of effort to the resource identified as the Projects Lead.

† The Bidder MUST propose a combined level of effort of exactly 150 days to its other senior level (excluding the project lead) and intermediate level resources.

‡ The Bidder MUST propose a combined level of effort of exactly 80 days to its junior level resources

3.3 TOTAL

Initial Contract Period	
Optional Period One	
Optional Period Two	
TOTAL:	

4. BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT 70% AND PRICE 30%

4.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all the mandatory evaluation criteria; and
- c) obtain the required minimum number of points specified in Part 4 for the point rated technical criteria.

4.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **PSi = LP / Pi x 30**. Pi is the evaluated price (P) of each responsive bid (i).

4.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **TMSi = OSi x 70**. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 4, determined as follows: total number of points obtained / maximum number of points available.

4.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CRi = PSi + TMSi**.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in article 4 will be recommended for award of a contract.
- 4.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90	86	79
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$90 / 100 \times 70 = 63.00$	$50,000^* / 60,000 \times 30 = 24.99$	87.99
Bidder 2	$85 / 100 \times 70 = 59.50$	$50,000^* / 55,000 \times 30 = 27.27$	86.77
Bidder 3	$79 / 100 \times 70 = 55.30$	$50,000^* / 50,000 \times 30 = 30.00$	85.30

* represents the lowest evaluated price

In the example above, Bidder 1 is the Bidder who obtained the highest combined technical and financial score.



PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract. The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

1. **Certifications Required with the Bid**

1.1. **Acceptance of Terms and Conditions**

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 202101505** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract

Name (block letters): _____

Title _____

Signature: _____

Telephone number: _____

Email: _____

Date: _____

1.2 **Integrity Provisions – Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<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.



PART 5 – CERTIFICATIONS

1.3 Employment Equity, Federal Contractors' Program

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://publiservice.gc.ca/services/fcp-pcf/index_f.htm) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

Signature

Date

1.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

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

Signature

Date

1.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature

Date



PART 5 – CERTIFICATIONS

1.6 Basis For Canada’s Ownership of Intellectual Property

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

To generate knowledge and information for public dissemination.

The Bidder concurs with the foregoing.

Signature

Date

1.7 Former Public Servant

Former Public Servant Certification

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

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above?

YES () NO ()



PART 5 – CERTIFICATIONS

If yes, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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,; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

STATEMENT:

I, the undersigned, as a director of the Bidder, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.

Name (block letters): _____

Title: _____

Signature: _____

Date: _____

Telephone number: _____

Email: _____

The above-named individual will serve as intermediary with Public Safety Canada



PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirement

6.1.1 Before award of a contract, the following conditions must be met:

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- d. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7- Resulting Contract Clauses; and
- e. the Bidder must provide the address of each proposed site or premise of work performance and document safeguarding as follows:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

If the information is not provided in or with 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 will render the bid non-responsive.

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 – RESULTING CONTRACT CLAUSES

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

1. **STATEMENT OF WORK**

The Contractor must perform the Work in accordance with the Statement of Work in Annex , and the Contractor's technical bid entitled _____ (*insert at contract award*), dated _____ (*insert at contract award*).

1.1 **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 E, Task Authorization Form.

C. TA Authority and Limit

Only the Contracting Authority may authorize TAs.

D. TA Process

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex E, Task Authorization Form containing at a minimum:

- the task or revised task description of the Work required, including:
 - the details of the activities or revised activities to be performed;
 - a description of the deliverables or revised deliverables to be submitted; and
 - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;



PART 7 – RESULTING CONTRACT CLAUSES

- 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, and, as applicable, the associated schedule of milestones.
- E.** Within five calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:
1. the total estimated cost proposed for performing the task or, as applicable, revised task;
 2. a breakdown of that cost in accordance with Annex B, to be provided, as applicable, per milestone contained in the Schedule of Milestones, and;
 3. for each resource proposed by the Contractor for the performance of the Work required:
 - the name of the proposed resource; and,
 - for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract :
 - the name of the proposed resource;
 - the resume of the proposed resource;
 - a demonstration that the proposed resource meets; and,
 - the Contract security requirements.
- F.** TA Authorization
1. The Contracting Authority will authorize the TA based on:
 - the request submitted to the Contractor pursuant to paragraph D of this clause;
 - the Contractor's response received, submitted pursuant to paragraph E of this clause; and
 - the agreed total estimated cost for performing the task or, as applicable, revised task and the breakdown of that cost per milestone contained in the Schedule of Milestones.
 2. The authorized TA will be issued to the by email.
- G.** Minimum Work Guarantee – All the Work - Authorized TAs
1. "Maximum Contract Value" means the sum specified in Contract clause 9.2 (Canada's Total Liability, Cumulative Total of all authorized TAs, and "Minimum Contract Value" means 2%of the Maximum Contract Value.
 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 1 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.



PART 7 – RESULTING CONTRACT CLAUSES

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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 **Supplemental Conditions**

4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information

2.2 **General Conditions**

2035 (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract with the following replacements:

Section 08 – Replacement of Specific Individuals, of 2035 (2020-05-28) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
 - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.



PART 7 – RESULTING CONTRACT CLAUSES

4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Section 17 – Interest on Overdue Accounts, of 2035 (2020-05-28) General Conditions – Higher Complexity – Services - will not apply to payments made by credit cards.

With respect to **Section 30 – Termination for Convenience**, of 2035 (2020-05-28) General Conditions – Higher Complexity – Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

2.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (insert name(s) of person(s)) .



PART 7 – RESULTING CONTRACT CLAUSES

3. SECURITY REQUIREMENT

3.1 Security clauses

- a) The Contractor must, at all times during the performance of the contract hold a valid Facility Security Clearance at the level of secret, with approved Document safeguarding at the level of protected B , issued by the CSP of the ISS, PSPC
- b) The contractor personnel requiring access to protected/classified information, assets or sensitive work site(s) must each hold a valid personnel security screening at the level of reliability status or secret as required, granted or approved by the CSP/ISS/PSPC
- c) Processing of protected information electronically at the contractor site is not permitted under this contract/standing offer.
- d) Subcontracts which contain security requirements are not to be awarded without the prior written permission of the CSP/ISS/PSPC.
- e) The contractor/offeror must comply with the provisions of the:
 - i. Security Requirements Check List attached at Annex C and security guide attached at Annex D,
 - ii. Industrial Security Manual (Latest Edition)

3.2 Contractor's Site or Premises Requiring Safeguarding Measures

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

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

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

4. GENDER-BASED ANALYSIS PLUS (GBA +)

In 1995, the Government of Canada committed to using GBA+ to advance gender equality in Canada, as part of the ratification of the United Nations' *Beijing Platform for Action*.

Gender equality is enshrined in the *Charter of Rights and Freedoms*, which is part of the Constitution of Canada. Gender equality means that diverse groups of women, men and gender-diverse people are able to participate fully in all spheres of Canadian life, contributing to an inclusive and democratic society.

The Government recently renewed its commitment to GBA+ and is working to strengthen its implementation across all federal departments.

Public Safety Canada encourages Contractors to promote and implement GBA programming within their organization amongst their employees, agents, representatives or any of its subcontractor to support the



PART 7 – RESULTING CONTRACT CLAUSES

Government of Canada in the achievement of gender equality which depends on closing key gaps between diverse groups of women, men and gender-diverse people.

5. **PROCUREMENT OMBUDSMAN**

5.1 **Dispute Resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3) (d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca , or by web at www.opo-boa.gc.ca.

5.2 **Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca , by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca .

6. **TERM OF CONTRACT**

6.1 **Period of the Contract**

The period of the Contract is from date of Contract to ____ inclusive ([fill in end date of the period](#)).

6.2 **Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional two-year period 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 at any time 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.

7. **COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAS)**

The Contract does 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 form part of a separate contract.



PART 7 – RESULTING CONTRACT CLAUSES

8. AUTHORITIES

8.1 Contracting Authority

The Contracting Authority for the Contract is:

(insert name at contract award)

Contracting and Procurement Services
Public Safety Canada
269 Laurier Avenue West
Ottawa ON K1A 0P8

Email: ps.contractunit-unitedecontrats.sp@canada.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.

8.2 Project Authority

The Project Authority for the Contract is:

(to be inserted at contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project 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.

8.3 Contractor's Representative

(to be inserted at contract award)

9. PAYMENT

9.1 Basis of Payment

One of the following types of basis of payment will form part of the approved TA:

A – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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



PART 7 – RESULTING CONTRACT CLAUSES

B – TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA.

Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the approved TA 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 approved, in writing, by the TA Approval Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the approved TA, or
- (c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,

whichever comes first.

If the notification is for inadequate approved TA funds, the Contractor must provide to the TA Approval Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

C – TA subject to Ceiling Price

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a ceiling price identified in the TA. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.”

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

9.2 Canada's Total Liability

Limitation of Expenditure – Cumulative Total of all Approved Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed \$_____ CDN (*to be inserted at contract award*). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



PART 7 – RESULTING CONTRACT CLAUSES

2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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) four (4) months before the Contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
3. 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.

9.3 Method of Payment

One, several or all of the following methods of payment will form part of the approved TA

A – Single Payment

For the Work specified in an approved firm price TA:

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract 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;
- (c) the Work delivered has been accepted by Canada.

B – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract 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;
- (c) the Work performed has been accepted by Canada.

C – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and the payment provisions of the Contract 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;
- (c) the Work performed has been accepted by Canada; and,



PART 7 – RESULTING CONTRACT CLAUSES

- (d) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

9.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0305C (2014-06-26), Cost Submission
C0705C (2010-01-11), Discretionary Audit
C0711C (2008-05-12), Time Verification

10. INVOICING INSTRUCTIONS

- 10.1 The Contractor must submit invoices in accordance with the information required in Section 12 of 2035, General Conditions – Services.
- 10.2 An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.
- 10.3 Each invoice must be supported by:
 - (a) a copy of time sheets to support the time claimed;
 - (b) a copy of the release document and any other documents as specified in the Contract;
- 10.4 In the ongoing efforts of being a department that contributes to the greening initiative, as well as to improve our efficiencies when processing invoices, Public Safety Canada is moving towards receiving all invoices electronically from vendors. We ask, where possible, that vendors send their invoices electronically and do not send their invoices in paper format through regular postal mail services.

Email address: PS.InvoiceProcessing-TraitementDesFactures.SP@canada.ca

11. CERTIFICATIONS AND ADDITIONAL INFORMATION

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.

12. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)



PART 7 – RESULTING CONTRACT CLAUSES

13. PRIORITY OF DOCUMENTS

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2035 (2020-05-28), General Conditions – Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Security Guide
- (h) Annex E, sample Task Authorization form;
- (i) Annex F, Non-Disclosure Agreements; and
- (j) the Contractor's bid dated _____ (Insert the date (year-month-day) of the bid. if the bid was clarified or amended, at time of contract award, add, as applicable: “, as clarified on _____ (year-month-day)” “and” “, as amended on _____ (year-month-day).)

14. FOREIGN NATIONALS – CANADIAN CONTRACTOR

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

14. FOREIGN NATIONALS (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

15. 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: 2019-01 of the Treasury Board Secretariat of Canada.



ANNEX A – STATEMENT OF WORK

1. TITLE

Task Authorization: Systematic reviews of research and evidence related to illicit tobacco in Canada.

2. OBJECTIVE

Public Safety Canada (PS) currently has a requirement for an expert research and evidence review production team to conduct systematic reviews of evidence and report findings on topics related to illicit tobacco in Canada.

3. BACKGROUND

The production, manufacturing and distribution of illicit tobacco have evolved over the last number of decades. In the 1990s, the illicit tobacco market involved primarily the diversion of legally manufactured tobacco products to illicit markets. Today, the illicit market is mostly comprised of illegally manufactured tobacco. Historically, this issue was primarily concentrated in Québec and Ontario. More recently, however, illicit tobacco products originating from these two provinces have been found across the country and around the world. Furthermore, much of the existing data and research on illicit tobacco is dated, lacks depth, employs inconsistent methodologies and, in some cases, is influenced by industry. In order to increase knowledge of, and take action on, the illicit tobacco market and related issues, there is an underlying need to enhance monitoring and to improve data, intelligence and reporting in relation to illicit tobacco, as well as a need to continue to foster new, innovative research that provides an accurate picture of the illicit tobacco market.

The 2017 Evaluation of the Federal Tobacco Control Strategy (FTCS) highlighted that, while several departments and agencies independently monitor different dimensions of illicit tobacco, illicit tobacco-related information and data was limited, inconsistent and could not be meaningfully integrated into a complete picture for policy-makers. In PS's corresponding Deputy Minister's Management Response Action Plan, it was proposed that further work would be undertaken to improve research and data collection in support of monitoring and compliance activities. As part of Budget 2018, the Government of Canada explicitly announced new funding for Public Safety to increase the knowledge on the illicit tobacco market by conducting research. In order to effectively deliver on its commitment to enhance the knowledge on the illicit tobacco market, Public Safety has developed a comprehensive 4-year (2019-2022) Illicit Tobacco Data and Research Strategy (ITDRS).

The ITDRS considers the integration of research, data and stakeholder engagement in order to: enhance PS's domestic and international policy leadership on the illicit tobacco trade; improve our understanding of the illicit tobacco market in Canada and inform future activities related to data and research; enhance partnerships and information sharing between governments, departments and stakeholders; inform Portfolio Partners' monitoring and compliance activities and inform future law enforcement efforts; and advance overall Government of Canada priorities and objectives, such as reducing smoking rates and contributing to a safe and resilient Canada. To ensure that the intended outputs and outcomes of the ITDRS are achieved, PS requires an expert research and evidence review production team to conduct systematic reviews of evidence and report findings on topics related to illicit tobacco in Canada.

4. PROJECT STRUCTURE AND SCOPE

All work will occur on an as-and-when-requested basis as identified through Task Authorizations (TAs). A contract with TAs is a contracting method where the work will be performed on an "as and when requested basis". Contracts with TAs are used where there is a defined need to rapidly have access to services that are expected to be needed on a repetitive basis during the period of the contract. Under

ANNEX A – STATEMENT OF WORK

contracts with TAs, the work to be carried out can be defined but the exact nature and timeframes of the required services, activities and deliverables will only be known as and when the services will be required during the period of the contract. TAs are not individual contracts but rather form part of the contract.

The Contractor must only perform the services as requested through a specific task authorization that is signed and approved by the Contracting Authority.

For the purposes of the work define herein, the Contractor will be required to conduct research related to illicit tobacco. The exact scope of the work will be defined in each TA but may include, but not be limited to:

- Conducting literature reviews
- Undertaking original research where appropriate, such as through use of surveys, data analysis, and/or any other innovative research methods
- Conducting interviews with both internal and external stakeholders
- Presenting findings to PS, including presentations to Senior Management and/or an annual Network of Experts Symposium

Informed by a number of PS-led activities with staff, partners and stakeholders, the ITDRS identifies PS’s primary research interests related to illicit tobacco in Canada. As a result, PS has specifically identified the following topics to be systematically reviewed. These are outlined below as three distinct projects that will be further defined in future task authorizations. Further PS-led stakeholder engagement and data gap analyses may identify additional knowledge gaps to be filled and will be satisfied through additional TAs.

It is expected that for each TA, the work will require a Project Manager who will convene and manage a different multidisciplinary team of researchers as required for each systematic review. It is expected that each team will be convened according to the topic of the systematic review. It is assumed that each team will include several senior researchers of which one member will be designated as the Principal Investigator. The Project Manager will assume overall responsibility for the entire project, including coordination of research team members and communication with the Project Authority. With the proper qualifications and experience, the Project Manager may also act as the Principal Investigator.

At the time of publication of this Request for Proposal, PS has three anticipated research projects, outlined below, that may be completed as TAs under a subsequent contract. The requirements of each TA will be determined with the successful supplier upon award and may not be consistent with the research projects presented in the table below. PS is also not contractually guaranteeing that three TAs will be issued during the course of the contract; fewer or more TAs may be issued depending on operational requirements.

Task Authorization	Project Title	Key Research Questions	Exploring this question will uncover
1	Market Supply Characteristics and Trends	1.1 What is the scope of illicit tobacco supply?	<ul style="list-style-type: none"> • the size of the illicit tobacco market; • the cost of illicit products and the profitability or value of the illicit market; and • the geographical areas where illicit supply-side activity occurs.
		1.2 What is the profile of the illicit tobacco market supply chain?	<ul style="list-style-type: none"> • the profile (participant typology, number of participants, location, technology, activities, etc.) of producers, manufacturers, distributors, suppliers and other actors involved in the illicit market supply-chain;



ANNEX A – STATEMENT OF WORK

Task Authorization	Project Title	Key Research Questions	Exploring this question will uncover
			<ul style="list-style-type: none"> the costs and benefits associated with operating as an individual or organization within the illicit market (i.e., the economics of illicit tobacco industry); the extent to which organized crime is involved in the illicit tobacco market and the nature of their relationships with associates (coercion/financial incentives, etc.); and the location and extent to which illicit products are seized and individuals are prosecuted for their engagement within the illicit market. This could include a comparative analysis of enforcement activities undertaken at the provincial level and any cross-provincial impacts of actions taken by one province upon one or more other provinces.
		1.3 What are other illicit tobacco market trends?	<ul style="list-style-type: none"> trends related to the origin, manufacturing and shipment (including trafficking routes and concealment techniques) of illicit tobacco and related products; and the origin, characteristics and composition (material inputs, etc.) of illicit tobacco and related products.
Task Authorization	Project Title	Key Research Questions	Exploring this question will uncover
2	Market Demand Characteristics and Trends	2.1 What is the scope of illicit tobacco consumption in Canada?	<ul style="list-style-type: none"> how much consumers spend on illicit tobacco and related products; and the extent to which illicit tobacco products manufactured in Canada are purchased or consumed outside of Canada.
		2.2 Who is consuming illicit tobacco and to what extent?	<ul style="list-style-type: none"> the characteristics (location, education, age, gender/sex, etc.) associated with illicit tobacco use; and illicit tobacco purchasing trends (frequency, quantity, product type, location of purchase, place of consumer habitation, etc.).
		2.3 Why is illicit tobacco appealing?	<ul style="list-style-type: none"> the reasons for purchasing illicit tobacco; the attitudes, knowledge and perceptions that users of illicit tobacco have of illicit products and the illicit market; and how different sub-populations (youth, heavy smokers, low socio-economic status, etc.) react to tobacco control



ANNEX A – STATEMENT OF WORK

Task Authorization	Project Title	Key Research Questions	Exploring this question will uncover
			policies (price-point, tax increases, plain packaging, awareness campaigns, etc.).
3	Other Characteristics and Trends Relevant to the Illicit Tobacco Market	3.1 What are the implications of the illicit tobacco market on the well-being of Canadians and on Canada as a whole?	<ul style="list-style-type: none"> • the effect of the illicit tobacco market on tobacco cessation targets; • the economic (foregone tax revenue, etc.) costs associated with the illicit tobacco market; • the extent to which commercial and legal operations (tobacco industry, retailers, etc.) are impacted by illicit tobacco and related activity; • impacts of Covid-19 on supply and demand including potential long-term effects; and • other direct/indirect costs associated with the illicit tobacco market.
		3.2 To what extent have past and present illicit tobacco counter-initiatives been effective in Canada and abroad?	<ul style="list-style-type: none"> • the successes, failures and best practices of illicit tobacco initiatives in Canada; • the scope, profile and trends of illicit tobacco markets and failures and best practices of illicit tobacco initiatives in other countries (e.g., track and trace approaches); • an overview of Canada’s (illicit) tobacco governance framework or regime and the next steps that Canada can take to counter illicit tobacco; and • current knowledge gaps and best practices in relation to data collection, information sharing and reporting mechanisms in Canada and other jurisdictions.
		3.3 What other relationships exist between illicit tobacco and other licit or illicit activities?	<ul style="list-style-type: none"> • the extent to which criminals involved with illicit tobacco are involved in other illegal activities (money laundering, etc.); • the extent to which profits from illicit tobacco and related products are used to finance other licit or illicit activities; and • other relationships between licit and illicit tobacco and other illicit substances, markets and networks.



ANNEX A – STATEMENT OF WORK

5. TASKS

The Contractor may be required to provide—but is not limited to—the following tasks. Specific tasks will be identified in each task authorization.

Contract Launch Meeting

- 5.1 Attend a contract kick-off meeting with the PS Project/Technical Authority and other stakeholders. The meeting will take place within one (1) week of contract award at PS's facilities in Ottawa or by teleconference (as determined by the PS Project/Technical Authority).

Topic Scoping Phase

- 5.2 Attend a task-authorization kick-off meeting with the PS Project/Technical Authority and other stakeholders to discuss the topic, aim, objectives, scope and/or requirements of the systematic review. The meeting will take place within one (1) week of receiving a Task Authorization at PS's facilities in Ottawa or by teleconference (as determined by the PS Project/Technical Authority).
- 5.3 Conduct a preliminary review of studies related to the identified topic in order to determine if the aim, objectives, scope and/or requirements of the systematic review need to be modified.
- 5.4 If necessary, submit suggested modifications to the aim, objectives, scope and/or requirements of the systematic review to the PS Project/Technical Authority for review, feedback and approval within two (2) weeks of the kick-off meeting.

Work Planning Phase

- 5.5 Submit the detailed Work Plan to the PS Project/Technical Authority for review, feedback and approval within two (2) weeks of the kick-off meeting. The Work Plan must contain the following information:
- a work plan schedule;
 - criteria for inclusion/exclusion to select studies for systematic review;
 - a search strategy to identify studies for systematic review;
 - an interview strategy to gather information from PS's federal/provincial/territorial partners as well as internal and external stakeholders;
 - procedures and conventions used for analysis of quantitative and/or qualitative results;
 - reporting and knowledge mobilization strategy, tailored to expected audience(s) (practitioners, policymakers, researchers, etc.);
 - if required by PS, procedures to fast-track the systematic review.

Execution Phase

Upon receipt of approval the PS Project/Technical Authority to commence execution activities, perform implementation activities, including:

- 5.6 Engage senior researchers.
- 5.7 Systematic coding and analysis of studies, including a focus on ranking studies based on the quality of the evidence.
- 5.8 Systematic coding and content analysis of conducted interviews
- 5.9 Provide PS with early report about initial results.
- 5.10 Production, peer review and editing of full study results.



ANNEX A – STATEMENT OF WORK

- 5.11 Submit the Draft Report to the PS Project/Technical Authority for review, feedback and approval according to the schedule outlined in the detailed Work Plan.
- 5.12 Submit the Final Report to the PS Project/Technical Authority.

Final Deliverable Phase

- 5.13 At minimum, for each systematic review, submit two summarizing documents to the PS Project/Technical Authority for review, feedback and approval.
- 5.14 One document containing the complete results of systematic review.
- 5.15 A second document that provides a 2-page summary designed for key user audiences.
- 5.16 For each systematic review, the PS Project/Technical Authority may request a knowledge transfer event—in the form of a verbal presentation—to the PS Project/Technical Authority and other stakeholders identified by the PS Project/Technical Authority, either at PS’s facilities in Ottawa or by videoconference.

6. DELIVERABLES

The Contractor may be required to provide – but is not limited to – the following deliverables. Specific deliverables will be identified in each task authorization.

No.	Deliverable	Content	Format
6.1	Topic Scoping	Suggested modifications to the aim, objectives, scope and/or requirements of the systematic review.	MS Word
6.2	Work Plan	Refer to 4.4	MS Word
6.3	Early Report	Initial results	MS Word
6.4	Draft Report	Draft results of the systematic review	MS Word
6.5	Final Report	Results of the systematic review	MS Word
6.6	Complete Report	Document with complete results of systematic review.	MS Word
6.7	Summary Report	Summarized results written for key user audiences.	MS Word

The Contractor may be required to submit revised drafts with required changes. Deliverables will only be considered final upon written confirmation by the PS Project/Technical Authority.

The contractor must provide all electronic copies of deliverables using the Microsoft Office suite of software (version 2010).

7. LOCATION OF WORK

The Contractor must conduct the work at their own facilities; however the Contractor must be available to participate in teleconference meetings with Public Safety in accordance with social distancing measures enacted by local public health authorities in response to COVID-19. After social distancing measures end, the Contractor will be required to attend in-person meetings in the National Capital Region.

Should travel be a requirement to complete the work noted in each task authorization, the contractor must request approval from the PS Project/Technical prior to proceeding with the travel arrangements. Any travel requirements will be identified in each task authorization.



ANNEX A – STATEMENT OF WORK

8. LANGUAGE OF WORK

Communications with Public Safety Canada staff and the Canadian public (*if applicable*) must be performed in the official language (*English or French*) of their choice.

All deliverables must be submitted in English. PS will arrange for the translation of Contractor-produced deliverables, as required.

9. CONSTRAINTS

Contractor personnel must perform the systematic review according to internationally recognized best-practices, as well as recognized methodological standards in the social, behavioural and economic sciences.

The Contractor must conduct all work in accordance with social and/or physical distancing measures enacted by public health authorities in response to COVID-19.

10. PUBLIC SAFETY CANADA SUPPORT

As required to perform the contract work and at the discretion of the PS Project/Technical Authority, PS will endeavour to provide Contractor personnel with:

- i. relevant internal documentation,
- ii. scheduled access to departmental stakeholders, and
- iii. provision of timely review, feedback on and approval of deliverables (*approximately 5-10 business days unless otherwise specified*).

11. POLICY ON GREEN PROCUREMENT

In April 2006, and as revised on May 14, 2018, the Government of Canada issued the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>) that directs federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. To assist Canada in reaching its objectives, the Contractor should undertake the following when performing the Work:

- 11.1 Provide and transmit draft and final deliverables in electronic format.
- 11.2 Print on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest such as: Canadian Standards Association (CSA), Forest Stewardship Council (FSC); Sustainable Forestry Initiative (SFI); Ecologo certification, etc.
- 11.3 Print double sided in black and white format.
- 11.4 Recycle (shred) unneeded printed documents in accordance with Security Requirements of the Contract.



ANNEX B – BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

(To be inserted at contract award.)

Canadian Customs Duty and GST/HST extra.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.

GOOD AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.



ANNEX C – SECURITY REQUIREMENTS CHECKLIST



Government of Canada / Gouvernement du Canada

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

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

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ANNEX C – SECURITY REQUIREMENTS CHECKLIST



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PART A (continued) / PARTIE A (suite)			
<p>8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?</p>	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
<p>If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :</p>			
<p>9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?</p>	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
<p>Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :</p>			
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)			
<p>10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis</p>			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			
<p>Special comments: Commentaires spéciaux : <u>Supplier may come into contact with secret information in terms of law enforcement activities</u></p>			
<p>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.</p>			
<p>10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?</p>	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
<p>If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?</p>	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)			
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS			
<p>11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?</p>	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
<p>11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?</p>	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
PRODUCTION			
<p>11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?</p>	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)			
<p>11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?</p>	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
<p>11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?</p>	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		

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ANNEX C – SECURITY REQUIREMENTS CHECKLIST



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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	Secret	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉE			CONFIDENTIAL	Secret	TOP SECRET
											A	B	C			
Information / Assos / Renseignements / Biens / Production		✓														
IT Media / Support TI																
IT Link / Liaison électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

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



ANNEX C – SECURITY REQUIREMENTS CHECKLIST



Government of Canada / Gouvernement du Canada

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
David Thelen		Acting Director	<i>David Thelen</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-878-0424		David.Thelen@canada.ca	July 14, 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
JEAN-FRANCOIS HOVOE		Manager, Security Services	<i>J. Hovoe</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-949-6420		jean-francois.hovoe@canada.ca	JUL 23 2020
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Canada



ANNEX D – SECURITY GUIDE

The purpose of the security guide is to clarify the multiple levels of security screening identified under Part B of the Security Requirements Check List (SRCL) described in Annex C. In addition to the Contractor and its resource's obligation to comply with the provisions of the SRCL described in Annex C, the following must be adhered to:

1.1 Personnel security screening level requirements for RELIABILITY STATUS:

Resources holding a security screening at the RELIABILITY STATUS level MAY be used for ANY portion of the work as described in the Statement of Work at Annex A involving unclassified, Protected A or Protected B information.

1.2 Personnel security screening level requirements for SECRET security clearance:

Resources holding a security screening at the SECRET level MAY be used for ANY portion of the work as described in the Statement of Work at Annex A involving unclassified, Protected A or Protected B information.

1.3 Unscreened Personnel

Unscreened personnel MAY be used for ANY portion of the work described in the Statement of Work at Annex A involving ONLY unclassified information.

L'objectif de ce guide de classification de la sécurité est de clarifier les différents niveaux de contrôle de sécurité identifiés dans la partie B de la Liste de vérification des exigences (LVERS) décrite à l'annexe C. En plus de l'entrepreneur et sa ressource obligation de se conformer aux dispositions de la LVERS décrite à l'annexe C, les conditions suivantes doivent être respectées:

1.1 Niveau de sécurité du personnel : COTE DE FIABILITÉ


Une ressource titulaire d'une COTE DE FIABILITÉ peut être utilisé pour effectuer des travaux, en tout ou en partie, tel que décrits dans l'énoncé des travaux à l'annexe A qui implique de l'information non classifiée, Protégé A ou Protégé B.

1.2 Niveau de sécurité du personnel : SECRET

Une ressource titulaire d'une AUTORISATION SECRÈTE peut être utilisé pour effectuer des travaux, en tout ou en partie, tel que décrits dans l'énoncé des travaux à l'annexe A qui implique de l'information non classifiée, Protégé A ou Protégé B.

1.3 Personnel sans autorisation sécuritaire

Une ressource sans aucune autorisation sécuritaire peut être utilisé pour effectuer des travaux tel que décrits dans l'énoncé des travaux à l'annexe A SEULEMENT au niveau non classifié.



JUL 23 2020



ANNEX E – TASK AUTHORIZATION FORM

Contract Number		
Task Authorization (TA) No.		
Contractor's Name and Address		
Original Authorization		
Total Estimated Cost of Task (GST/HST extra) before any revisions:		\$ _____
TA Revisions Previously Authorized (as applicable) - Révisions de l'AT autorisées		
TA Revision No.		Authorized Increase or Decrease (GST/HST extra): \$ _____
TA Revision No.		Authorized Increase or Decrease (GST/HST extra): \$ _____
TA Revision No.		Authorized Increase or Decrease (GST/HST extra): \$ _____
New TA Revision (as applicable)		
TA Revision No.		Authorized Increase or Decrease (GST/HST extra): \$ _____
Total Estimated Cost of Task (GST/HST extra) after this revision:		\$ _____
Contract Security Requirements (as applicable)		
This task includes security requirements.		
<input type="checkbox"/> No <input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.		
Remarks (as applicable)		
Required Work		
<i>{The content of sections A, B, C and D below must be in accordance with the Contract. }</i>		
SECTION A – Task Description of the Work required		
SECTION B – Applicable Basis of Payment		
SECTION C - Cost Breakdown of Task		
SECTION D - Applicable Method of Payment		



ANNEX E –TASK AUTHORIZATION FORM

Authorization

By signing this TA, the Project Authority and the Contracting Authority certify that the contents of this TA are in accordance with the Contract.

Name of Project Authority

Signature _____ Date _____

Name Public Safety Contracting Authority -

Signature _____ Date _____

Contractor's Signature

Name and title of individual authorized to sign for the Contractor

Signature _____ Date _____



ANNEX F –NON-DISCLOSURE AGREEMENT

This non-disclosure agreement must be signed by the successful Contractor prior to contract award and should be submitted as part of its bid submission.

Non-Disclosure and Confidentiality of Information Agreement (the ‘Agreement’) with _____ (insert at contract award) for Contract # _____ (insert at contract award):

Only the successful bidder will be required to sign this non-disclosure agreement.

To: Her Majesty the Queen in Right of Canada for the Department of Public Safety as represented by the Minister of Public Safety and Emergency Preparedness (‘Canada’)

1. We, _____ (*insert at contract award*), a company incorporated under the laws of _____ (*insert at contract award*), Canada (the ‘Company’) recognize that we may be given access to Confidential Information belonging to Canada or to other identified third parties in the course of or as a result of our Work as a contractor of Canada for services under Contract # _____ (*insert at contract award*) (the ‘Contract’).

2. In this Agreement, ‘Confidential Information’ means any information in relation to the Contract, in any form whether oral, hard copy or electronic, that is known to have or by its nature is likely to have financial value to the party disclosing it or to a third party, or any information that is known to be or by its nature is likely to be treated by the disclosing party as confidential information of itself or a third party that is disclosed to us during the performance of the contract or subcontract or as a result of it, and includes but is not limited to: any such information of a medical, technical or scientific nature, including experimental, clinical, and test data, techniques, methods, processes, know-how, show-how, inventions whether patentable or not, magnetic tape, computer software in any form, printouts from or data retained in computer memory, and in any form presented, whether or not susceptible to copyright, prototypes, samples, or specimens, and all the information and data inherent therein or obtainable therefrom upon any form of analysis, and all information related to the business affairs of Canada or any third party whether or not labeled as proprietary or sensitive.

3. We hereby agree and shall so instruct our employees that we shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any Confidential Information to any person (other than to a person employed by Canada or to a person expressly consented to by Canada) except on a need to know basis to employees within the Company and to subcontractors of the Company as permitted in the Contract for the purpose of our Contract, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this Agreement. Without limiting the generality of the foregoing, we understand and agree that Confidential Information disclosed to us while performing work under the Contract is not to be used for any purpose except to carry out the Contract. For greater certainty, we also agree to keep the Confidential Information in a secure location. For the purpose of this Agreement, embedded consultants who have been approved in writing by Canada and perform work for the Company under contracts of service are deemed to be employees of the Company, and the Company is responsible for them hereunder as if they were employees.

4. We shall not make use of any Confidential Information for any purpose other than the carrying out of our obligations and the exercise of our rights under our Contract, described above.

5. At the written request of Canada or at the expiry or termination of our Contract, we will immediately deliver to the Contracting Authority of Canada all hard copies of all Confidential Information that have come into our possession or have been made in the performance of the Contract as well as every draft,



ANNEX F –NON-DISCLOSURE AGREEMENT

working paper and note that contains any of the Confidential Information, and we will immediately destroy all electronic records of any of those, unless we are obligated by law to keep a copy.

6. Nothing in this Agreement shall be construed as preventing the disclosure or use of any Confidential Information to the extent that such information:

- (a) is or becomes in the public domain through no fault of our own;
- (b) is or becomes known to us from a source other than Canada or the party who disclosed it to us for purposes of the Contract, except any source that is known to us to be under an obligation not to disclose the information; or
- (c) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

7. The Company acknowledges that the Confidential Information is proprietary and confidential and that Canada would be irreparably damaged if any of the provisions contained in this Agreement are not performed by the Company in accordance with the terms set out and therefore the Company agrees that, in addition to monetary damages and without limiting any other rights or remedies that Canada may have, Canada will have the right to immediate injunction and specific performance or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this Agreement by the Company.

8. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision. The remaining provisions of this Agreement shall continue in full force and effect.

9. No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this Agreement will not preclude any other or future exercise of that or any other right, power or privilege. Any amendment to this Agreement will be effective only if in writing signed by all the parties.

10. This Agreement must be interpreted and governed by the laws in force in Ontario, Canada.

11. We agree that the terms of this Agreement shall survive the completion of the Work under our Contract.

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this _____ day of _____, 20____, by our officers duly authorized in this respect.

Name: _____

Title: _____

Signature:

(I have authority to bind the Company)



ANNEX F –NON-DISCLOSURE AGREEMENT

This non-disclosure agreement must be signed by the successful Contractor's employees and/or subcontractors prior to contract award and should be submitted as part of its bid submission. If, during the course of the contract, the Contractor adds additional resources and/or subcontractors they will also be required to sign and submit this non-disclosure agreement prior to commencing any work.

Non-Disclosure and Confidentiality of Information Agreement ('Agreement') with Contractor's Employees

Only the employees and sub-contractors of the successful bidder will be required to sign this non-disclosure agreement.

To: Her Majesty the Queen in Right of Canada for the Department of Public Safety as represented by the Minister of Public Safety and Emergency Preparedness ('Canada')

And: <Insert name of Contractor here.> (the 'Contractor')

1. I, _____<employee's full legal name > am an employee, or deemed to be an employee of _____<corporate legal name> a company incorporated under the laws of _____, _____ (the 'Company') recognize that in the course of or as a result of my work as an employee for services in relation to the Contract # _____, (the 'Contract') may be given access to Confidential Information belonging to Canada or to other identified third parties.
2. In this Agreement, 'Confidential Information' means any information in relation to the Contract, in any form whether oral, hard copy or electronic, that is known to have or by its nature is likely to have financial value to the party disclosing it or to a third party, or any information that is known to be or by its nature is likely to be treated by the disclosing party as confidential information of itself or a third party that is disclosed to us during the performance of the contract or subcontract or as a result of it, and includes but is not limited to: any such information of a medical, technical or scientific nature, including experimental, clinical, and test data, techniques, methods, processes, know-how, show-how, inventions whether patentable or not, magnetic tape, computer software in any form, printouts from or data retained in computer memory, and in any form presented, whether or not susceptible to copyright, prototypes, samples, or specimens, and all the information and data inherent therein or obtainable therefrom upon any form of analysis, and all information related to the business affairs of Canada or any third party whether or not labeled as proprietary or sensitive.
3. I hereby agree that I shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any Confidential Information to any person (other than to a person employed by Canada or to a person to whom disclosure has been expressly consented to by Canada) except on a need to know basis to employees within the Company and for the purpose of the Contract, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written instructions issued by Canada or the Contractor, to prevent the disclosure of or access to such information in contravention of this Agreement. For greater certainty, I also agree to keep the Confidential Information in a secure location.
4. Without limiting the generality of the foregoing, I understand and agree that Confidential Information disclosed to me while performing work under the Contract remains the property of Canada or a third party, as the case may be, and is not to be used for any purpose except to carry out the Contract. For the purpose of this Non-Disclosure Agreement, embedded consultants who have been approved in writing by Canada and perform work for the Company under contracts of service are deemed to be employees of the Company, and the Company is responsible for them as if they were employees.



ANNEX F –NON-DISCLOSURE AGREEMENT

5. At the written request of Canada or the Contractor, or at the expiry or termination of the contract, I will immediately deliver to the Contractor all hard copies of all Confidential Information that have come into my possession or have been made in the performance of the Contract as well as every draft, working paper and note that contains any of the Confidential Information, and I will immediately destroy all electronic records of any of those, unless I am obligated by law to keep a copy.
6. Nothing in this Agreement shall be construed as preventing the disclosure or use of any Confidential Information to the extent that such information:
 - (a) is or becomes in the public domain through no fault of my own;
 - (b) is or becomes known to me from a source other than Canada or the Contractor, except any source that is known to me to be under an obligation not to disclose the information; or
 - (c) is disclosed, with the prior written notification to Canada and the Contractor, under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
7. I acknowledge that the Confidential Information is proprietary and confidential and that Canada or the Contractor, as the case may be, would be irreparably damaged if any of the provisions contained in this Agreement are not performed by me in accordance with the terms set out and therefore I agree that, in addition to monetary damages and without limiting any other rights or remedies that Canada or the Contractor may have, Canada and the Contractor will have the right to an immediate injunction and specific performance or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this Agreement by me.
8. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision. The remaining provisions of this Agreement shall continue in full force and effect.
9. No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this Agreement will not preclude any other or future exercise of that or any other right, power or privilege. Any amendment to this Agreement will be effective only if in writing signed by all the parties.
10. This Agreement must be interpreted and governed by the laws in force in Ontario, Canada.
11. I agree that the terms of this Agreement shall survive the completion of the Work under the Contract.

[IF APPLICABLE INSERT THE FOLLOWING: This Non-Disclosure and Confidentiality of Information Agreement supersedes the Non-Disclosure and Confidentiality of Information Agreement signed on _____ for confidential information disclosed to us after the date hereof.]

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this _____ day of _____, 20_____, by our officers duly authorized in this respect.

Name: _____

Title: _____

Signature:
