



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy / copie électronique :</p> <p>soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À : ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Telemedicine Services – Eureka, Nunavut</p>		
	<p>EC Bid Solicitation No. / SAP No. – N° de la demande de soumissions EC / N° SAP 5000058546</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2024-02-26</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on – le 2024-03-22</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time (EST) / Heure normale de l'est (HNE)</p>	
	<p>Address Enquiries to - Adresser toutes questions à Garvin.Suepaul@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone 613-295-4823</p>	<p>Fax No. – N° de Fax N/A</p>	
	<p>Delivery Required – Livraison exigée September 1, 2024 to August 31, 2027 (a period of three years) with two (2) one-year option periods.</p>		
	<p>Destination of Services / Destination des services Eureka, Nunavut</p>		
	<p>Security / Sécurité There is a security requirement associated with this solicitation.</p>		
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>		
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
<p>Signature</p>		<p>Date</p>	



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Basis of Payment, Inuit Benefits Plan, Security Requirements Check List, Integrity Provisions, Insurance Requirements, Non-Disclosure Agreement and Privacy Obligations.

1.2 Summary

1.2.1 Environment and Climate Change Canada (ECCC) has a requirement for the provision of telemedicine services, prescription drugs and medical equipment for personnel residing at the ECCC Eureka Weather Station, Eureka, Nunavut as detailed in the Statement of Work, Annex "A" to the bid solicitation. The period of the contract is from September 1, 2024 to August 31, 2027 (a period of three years) with the option to extend for an additional two (2) one-year periods.

1.2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, 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.

1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions [2003](#) (2023-06-08).



- 1.2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 2.4 of Part 2 of the bid solicitation.
- 1.2.5 This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs): The Nunavut Land Claims Agreement.
- 1.2.6 This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the Nunavut Directive).

The Nunavut Directive has the following objectives:

- a. Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c. Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: “sixty (60) days”

Insert: “two hundred and fifty (250) days”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 08 Transmission by Facsimile or by Canada Post Corporation’s (CPC)

Connect Service:

Delete: In its entirety

Insert: “Deleted”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In its entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:



Delete: “the Procurement Business Number of each member of the joint venture,”
Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety
Insert: “Deleted”

2.2. SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

2.3. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.4. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada’s request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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



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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#) 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), , 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guide to the Proactive Publication of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;



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

2.5. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.6. Applicable Laws

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

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.

2.7. 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 the 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.8. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)



- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid – one (1) electronic copy in PDF format

Section II: Inuit Benefits Plan – one (1) electronic copy in PDF format

Section III: Financial Bid – one (1) electronic copy in PDF format

Section IV: Certifications – one (1) electronic copy in PDF format

Prices must appear in the financial bid and, if applicable, within the Inuit benefits plan only. No prices must be indicated in any other section of the bid.

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Garvin Suepaul

Solicitation Number: 5000058546

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder’s responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder’s responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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.

Part 4, Evaluation Procedures and Basis of Selection, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Inuit Benefits Plan

As part of their IBP, bidders should explain and demonstrate how they propose to incorporate Inuit and Nunavut benefits in carrying out the Work. Bidders may submit their Inuit Benefits Plan (IBP) in accordance with Annex “C”.

Section III: 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.

Bidders must submit their financial bid in Canadian dollars.

Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person’s mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

C3011T (2013-11-06), Exchange Rate Fluctuation

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

Section IV: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.2. Technical Evaluation

- (a) Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract).
- (b) In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the Bidder. Individual members of a joint venture cannot participate in another bid in response to this bid solicitation, either by submitting a bid alone or by participating in another joint venture.
- (c) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
- (d) For any criteria that specify a particular time period (e.g., 3 years) of work experience, ECCC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the Bidder or its resource actually worked on a project or projects (from its, his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which the Bidder or its resource has participated.
- (e) For work experience to be considered by Canada, the technical bid must demonstrate that the Bidder has the required work experience by explaining the responsibilities and work performed by the Bidder while on the project. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. 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. In situations in which a Bidder worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the Bidder's length of experience.
- (f) Customer Reference



- Canada reserves the right to contact any of the customer references identified in the Bidder’s bid to validate the information provided. If the customer reference fails to validate the information within five (5) days from the date of the request, the bid will be considered non-responsive.
- If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid.
- If the named individual is unavailable when required during the evaluation period, the Bidder may be requested to provide the name and contact information of an alternate contact from the same customer. If this is requested, and the Bidder fails to provide this information within two (2) business days from the date of the request, the bid will be considered non-responsive.

4.2.1. Mandatory Technical Criteria

Bids must meet the Mandatory Technical Criteria set out below.

The Bidder may, at the request of the Contracting Authority, be required to provide any missing information related to the Mandatory Technical Criteria. If this is requested, and the Bidder fails to provide this information within two (2) business days from the date of the request, the bid will be considered non-responsive.

Bids which fail to meet the Mandatory Technical criteria will be deemed non-responsive and will not be evaluated further. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either a “Met” or a “Not Met”.

Criterion	Mandatory Technical Criteria	Bidders Response/ Cross Reference Page from Proposal	Met/ Not Met
M1	<p>The Bidder must demonstrate the ability to provide telemedicine* services 24 hours per day, 7 days per week and 365 days per year (including holidays) by providing details of a minimum of two (2) examples, each with a minimum duration of one year, where these services have been provided in Canada to a client organization other than Environment and Climate Change Canada.</p> <p>For each example, the Bidder must provide the following details:</p> <ul style="list-style-type: none"> i. Name of the client organization for whom the work was performed; ii. Description of services provided, including describing projects where patient care, virtual consultations, diagnosis and prescriptions were provided (personal details must be removed); iii. Location of services provided; 		



	<p>iv. Duration of services provided (months and year(s) of service coverage);</p> <p>v. Method(s) of providing services remotely (e.g. telephone, radio, Zoom or other);</p> <p>vi. Capacity for 24-hour provision of services;</p> <p>vii. Number of physicians on call;</p> <p>viii. Name and contact information of a customer reference contact person from the client organization to whom the services were provided (will be used to verify information provided).</p> <p><i>*Telemedicine is defined as the practice of caring for patients remotely via telephone, two-way radio or computer when the provider and patient are not physically present with each other.</i></p>		
M2	<p>The Bidder must demonstrate that a minimum of one (1) of its proposed physicians on call possesses a minimum of five (5) years of experience within the past ten (10) years from the closing date of this bid solicitation, providing telemedicine services to persons in remote* areas.</p> <p><i>*Remote for the purposes of this solicitation is defined as a location that is accessible only by air or boat.</i></p>		
M3	<p>The Bidder must demonstrate proof of (i) education, (ii) certification and (iii) valid licenses for <u>each</u> proposed physician on call to legally practice medicine in Canada. This must be demonstrated by providing electronic copies of these documents with the bid.</p>		
M4	<p>The Bidder must demonstrate the ability to provide telemedicine services in both official languages of Canada. This must be demonstrated by providing with their bid a list of physicians who are fluent in English, French or both. Fluency of individual physicians on call must be demonstrated in the bid by providing federal or provincial Public Service Commission Second Language Evaluation results, Diplôme d'Études en Langue Française (DELF) certification, or other equivalent language certifying body, or an attestation (letter) from a previous client regarding language fluency.</p>		



M5	The Bidder must demonstrate the ability to supply a wide variety of prescription drugs (including opiates), over the counter medications and medical equipment approved for use in Canada. This must be demonstrated by providing an inventory list with the bid as well as shipping methods used to distribute medications and medical equipment.		
M6	The Bidder must demonstrate that it is legally authorized in Canada to distribute the prescription drugs listed in the Bidder's response to M5. This must be demonstrated by providing with the bid an electronic copy of licence, certification or other such document as issued by the respective regulatory body.		

4.2.2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria above will be evaluated and scored against the point-rated technical criteria as specified below.

The Bidder must obtain the minimum points identified in criterion R3 as well as obtain the minimum points required (mandatory score) of 30 points. Bids which fail to meet the minimum number of points for criterion R3 will be declared non-responsive. Bids which fail to meet the minimum points required of the total points available in the point rated technical criteria will be declared non-responsive.

Criterion	Point Rated Technical Criteria	Score Ranges	Bidder Information/ Cross Reference Information	Bidder Score (Points)
R1	The Bidder should demonstrate its additional years of experience providing telemedicine services in Canada beyond the minimum duration required in mandatory technical criterion M1. 2 points per additional year of experience to a maximum of 40 points	0 - 40 points		



<p>R2</p>	<p>The Bidder should demonstrate its capacity to supply pharmaceutical products and medical equipment for use in Canada.</p> <p>To do so, the Bidder should provide examples of its provision of prescription drugs, over the counter medications and medical equipment to client organizations in Canada.</p> <p>For <u>each</u> example, the Bidder should provide the following details:</p> <ul style="list-style-type: none"> i. Name of client organization to whom pharmaceutical products and medical equipment was provided to; ii. Brief description of the overall type of drug(s), medication(s) and medical equipment provided; iii. Location(s) the pharmaceutical products and medical equipment was provided to; iv. Duration (months and year(s)) that the pharmaceutical products and medical equipment was provided; v. Name and contact information of a customer reference contact person from client organization (will be used to verify information provided). <p>2 points per example to a maximum of 40 points</p>	<p>0 - 40 points</p>		
<p>R3</p>	<p>The Bidder should demonstrate understanding of the requirement by submitting its approach and methodology in providing telemedicine services 24 hours per day, 7 days per week and 365 days per year (including holidays) in accordance with Annex A – Statement of Work.</p> <p>The Bidder’s proposed approach should indicate how it would proceed with the Work and what proposed resource(s) it has at its disposal to complete the Work.</p>	<p>0 - 20 points</p> <p>Minimum score required: 10 points</p>		



	<p>The proposed approach should include a clear description of all components of the required services including tasks and deliverables that the Contractor must complete.</p> <p>The Bidder should state any major difficulties, challenges and/or risks that are anticipated and explain how they will be addressed.</p> <p>At a minimum, the Bidder should demonstrate:</p> <ul style="list-style-type: none">i. Details on how many physicians the Bidder will have on call;ii. How the allocation of resources will be done to ensure that 24/7 coverage is available; andiii. The existence of sufficient redundancy and capacity to ensure that coverage is maintained through events such as resource illness and vacations. <p>Points will be allocated as follows:</p> <p>The approach and methodology are poorly developed and most elements from the scope of work are not identified; risks/challenges are not identified and/or addressed. Most steps are missing.</p> <p>The approach and methodology are weak: some elements from the scope of work have a clearly defined approach, but lack sufficient detail, or are not presented clearly or logically demonstrating the Bidder's lack of expertise and understanding of the work; risks/challenges are not identified, clearly explained and addressed. Steps are missing or steps are not presented in a logical order.</p> <p>The approach and methodology are satisfactory: a satisfactory number of elements from the scope of work have a clearly defined approach; steps are</p>	<p>0 points</p> <p>5 points</p> <p>10 points</p>		
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2. Inuit training and skills development (either directly or through subcontractors);
3. Inuit ownership (Contractor and subcontractors); and
4. Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Contractor's IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See Annex "C" Part C (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.

There is no pass mark for this section. The Inuit Benefits Plan (IBP) Evaluation Criteria are included in Annex "C" Part A.

4.4. Financial Evaluation

4.4.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as described under the Financial Proposal instructions in Annex "B".

4.5. Basis of Selection

4.5.1 Highest Combined Rating of Inuit Benefits Plan (IBP) Commitment, Technical Merit, and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum **30 points** overall for the technical evaluation criteria as well as obtain the minimum score required of 10 points for point rated criterion R3. The overall rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) and (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of IBP quality, technical merit, and price. The ratio will be 35% for the IBP merit, 40% for the technical merit, and 25% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%.



5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
6. To establish the IBP merit score, the overall IBP merit score for each responsive bid will be determined as follows: The total number of points obtained / maximum number of points available multiplied by the ratio of 35%.
7. For each responsive bid, the IBP merit score, the technical merit score and the pricing score will be added to determine its combined rating.
8. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IBP merit, technical merit and price will be recommended for award of a contract. In the case of a tie, the bid with the lower bid evaluated price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the Contractor is determined by a 35/40/25 ratio of IBP merit, technical merit, and price, respectively. The total available points equals 100 and the lowest evaluated price is \$120,000

Basis of Selection - Highest Combined Rating of IBP Commitment (35%), Technical Merit (40%), and Price (25%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		80/100	60/100	100/100
Bid Evaluated Price		\$155,000.00	\$130,000.00	\$120,000.00
Inuit Benefits Plan		15/35	35/35	0/35
Calculations	Technical Merit Score	$80/100 \times 40 = 32.0$	$60/100 \times 40 = 24.0$	$100/100 \times 40 = 40.0$
	Pricing Score	$120,000/155,000 \times 25 = 19.35$	$120,000/130,000 \times 25 = 23.08$	$120,000/120,000 \times 25 = 25.0$
	IBP Commitment	$15/35 \times 35 = 15$	$35/35 \times 35 = 35$	$0/35 \times 35 = 0$
Combined Rating		66.35	82.08	65.0
Overall Rating		2nd	1st	3rd



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default 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.

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

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

The Bidder must provide the Contracting Authority with a completed annex Integrity Provisions, before contract award.

5.1.2. Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

5.2. Additional Certifications Required Precedent to Contract Award

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.

5.2.1. Status and Availability of Resources



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

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

5.2.2. Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) 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.

Declaration

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

Name and Title (print) of person authorized to sign on behalf of the Vendor/Firm

Signature

Date



PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1. Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) 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.
- (c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<https://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2. Insurance Requirements

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

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



PART 7 - RESULTING CONTRACT

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

Title: *(insert at contract award)*

7.1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and in the manner committed to in the Contractor's IBP at Annex "C" (Inuit Benefits Plan).

7.2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC 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.

7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

General conditions 2035 is modified as follows:

At Section 20 Copyright

Delete: In its entirety

Insert:

1. In this section:
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such



- Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
 6. No restrictions other than those set out in this section must apply to Canada's use of the Material or of translated versions of the Material.

At Section 22, Confidentiality:

Delete: "Public Works and Government Services (PWGSC)"

Insert: "Environment and Climate Change Canada"

7.2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4007 (2022-12-01), *Canada to own Intellectual Property Rights in Foreground Information*

7.2.3 Specific Person(s)

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

7.2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "G", and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.3. Security Requirement

7.3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

- i. The Contractor must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- ii. The Contractor personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.



- iii. The Contractor MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
- iv. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
- v. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- vi. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex "D";
 - b. [Contract Security Manual](#) (Latest Edition).

7.3.2 Contractor's Site or Premises Requiring Safeguard Measures

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

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

- 7.3.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

7.4. Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to August 31, 2027, inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year period(s) 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 least fifteen (15) calendar days 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.



7.5. Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following CLCAs: Nunavut Land Claims Agreement

7.6. Nunavut Directive

This Contract is subject to the [Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area](#) (the Nunavut Directive).

7.6.1 Nunavut Directive: Inuit Benefits Plan Progress Report

- a. The Contractor must compile records through the life of the Contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:
 1. Total hours and total dollars spent on Inuit Employment
 2. Total hours and total dollars spent on Inuit Training
 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "C" Part C (IBP Progress Report) of the Contract.
- d. If, for any reason, the Contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the Contract be provided with each invoice in accordance with paragraph c.

7.6.2 Nunavut Directive: Disclosure of Information

1. The Contractor agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Contractor undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the [Privacy Act](#) (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license



number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

7.6.3 Nunavut Directive: Third Party Independent Professional

1. If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the Inuit Benefits Plan (IBP) under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
2. If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.
3. The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
4. If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.
5. If the independent professional confirms that the Contractor has not met the requirements regarding activities specified in the IBP:
 - a. Canada will not reimburse the Contractor any cost of the third party independent professional;
 - b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
 - c. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.
6. Nothing in this section limits any other remedy or action available to Canada under this contract.

7.6.4 Nunavut Directive: Inuit Benefits Plan Deviations

1. If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
2. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.



3. If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.
4. Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.
5. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

7.7. Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Garvin Suepaul

Title: Senior Manager, Strategic Procurement & Governance

Environment and Climate Change Canada

Procurement and Contracting Division

Address: 351 boul. St-Joseph, Gatineau, QC, K1A 0H3

Telephone: 613-295-4823

E-mail address: Garvin.Suepaul@ec.gc.ca

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

7.7.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____ (*insert at contract award*)

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

E-mail address: _____

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

7.7.3 Nunavut Directive: Canada's Inuit Benefits Plan (IBP) Authority



Canada's IBP Authority for the Contract is:

Name: _____ *(insert at contract award)*

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

E-mail address: _____

The Inuit Benefits Plan Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for matters concerning the Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the implementation of the Inuit Benefits Plan may be discussed with the Inuit Benefits Plan Authority.

However, changes to the Inuit Benefits Plan, including any Corrective Action Plan, can only be made through a contract amendment issued by the Contracting Authority.

7.7.4 Contractor's Representative

Name: _____ *(insert at contract award)*

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

E-mail address: _____

7.7.5 Nunavut Directive: Contractor's Inuit Benefits Plan (IBP) Authority

The Contractor's IBP Authority for the Contract is:

Name: _____ *(insert at contract award)*

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

E-mail address: _____

The Contractor's Inuit Benefits Plan Authority is the representative of the Contractor who is responsible for matters concerning Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the Inuit Benefits Plan may be discussed with the Contractor's Inuit Benefits Plan Authority.

7.8. 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.

7.9. Payment

7.9.1 Basis of Payment

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert at contract award*). Customs duties are included, and Applicable Taxes are extra.

7.9.1.1 Basis of Payment – Limitation of Expenditure

For the provision of Telemedicine and Consulting Services (Items 1 and 2 of Tables 1, 2 and 3 in Annex "B"):

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 limitation of expenditure of \$ _____ (*insert at contract award*) (Applicable Taxes extra).

7.9.1.2 Basis of Payment – Other Direct Expenses

For the provision of Pharmaceutical Drugs and Medical Equipment (Item 3 of Tables 1, 2 and 3 in Annex "B"):

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost, with mark-up as identified in Annex B, upon submission of an itemized statement supported by receipt vouchers.

Shipping and transportation costs are FOB destination, will be paid at actual cost, and must be shown as a separate item on the invoice.

Estimated cost of Other Direct Expenses: **\$24,000.00** (Customs Duties are included, Applicable Taxes extra)

7.9.1.3 Basis of Payment – Travel and Living Expenses

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

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated Cost of Travel and Living Expenses: **\$6,000.00** (Applicable Taxes included).



7.9.2 Limitation of Expenditure

(a) 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:

- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

(b) 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.

7.9.3 Terms of Payment

H1008C (2008-05-12) Monthly Payment

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 delivered has been accepted by Canada.

7.9.4 Time Verification

C0711C (2008-05-12) Time Verification

7.9.5 Nunavut Directive: Inuit Benefits Plan (IBP) Holdback

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.



2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
 - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
 - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
 - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
 - a. the value of the Contractor's IBP obligations;
 - b. the weight of the IBP in the bid evaluation; or
 - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
5. The total value of the IBP Holdback shall not exceed **15%** of the total contract value.
6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
 - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
 - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

7.10. Invoicing Instructions

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

1. 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;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, if applicable; and
 - d. a copy of a completed and up-to-date Inuit Benefits Plan (IBP) Progress Report as described in Annex "C" Part C (IBP Progress Report) of the Contract.
2. Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied, including any IBP Holdbacks. At the time the holdback is



claimed, or if Canada determines that it is appropriate to release any portion of the IBP Holdbacks, there will be no Applicable Taxes payable as it was claimed and payable under the previous invoices for payments.

3. Invoices must be distributed as follows:
 - a. The original electronic copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.10.2 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

7.11. Certifications and Additional Information

7.11.1 Compliance

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

7.12. Applicable Laws

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

7.13. 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) Supplemental general conditions 4007 – Canada to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 – Professional Services (High Complexity) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Inuit Benefits Plan;
- (g) Annex D, Security Requirements Check List;
- (h) Annex E, Integrity Provisions;
- (i) Annex F, Insurance Requirements;
- (j) Annex G, Non-Disclosure Agreement;
- (k) Annex H, Privacy Obligations; and
- (l) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.14. Insurance



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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.15. Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada’s Buy and Sell website under the heading “[Dispute Resolution](#)”.



ANNEX “A” – STATEMENT OF WORK

1.0 Background

The Eureka Weather Station (station) is owned and operated by Environment and Climate Change Canada (ECCC). The station is located in one of the most remote areas of the High Arctic in Nunavut and operates 24 hours per day, 7 days per week, 365 days per year.

It is not possible to reach Eureka by road so the weather station’s resupply needs are met using chartered aircraft once every four to six weeks to transport personnel, food, equipment and other materials.



A large quantity of non-perishable goods, bulk fuel and other heavy freight such as vehicles is transported to the site once per year (in late summer) by seagoing vessels.

The core station staff consists of 8 persons rotating in and out at intervals ranging from two to six months depending on operational requirements. The core station staff travel from all regions of Canada through most major airports as well as some smaller community airports.

During the summer months, numbers of scientific and support personnel can increase to as high as 40 additional persons of varying occupations and trades.

Current operational requirements are such that the shipping and receiving of essential equipment and materials as well as the transportation of food and personnel is all “staged” out of Yellowknife, NWT. As there is no commercial air traffic to Eureka, ECCC must charter private aircraft to fly from Yellowknife to Eureka and back, weather permitting.

Weather extremes make it challenging and sometimes impossible to access the site when required. Delays can be expected at any time of the year and are the most disruptive during the bleak winter months when temperatures drop to below -40 °C while the station operates in total polar darkness 24 hours per day.

Weather Station personnel all work, eat, sleep and socialize in one main building complex and breathe the same air. For this reason, strict COVID protocols were established and must be followed before being granted access to the site.

To add to the challenges, there are no health care or social services of any kind available at Eureka. The nearest qualified medical practitioner is located in Resolute Bay, Nunavut (3 hours by aircraft).

A variety of activities at the weather station create an ever-present risk of occupational injuries ranging from frostbite to wild animal attacks. As well, minor medical conditions may become very serious over time due to the lack of available health care facilities and qualified physicians. As



such, any medical concerns must be monitored closely and addressed immediately to avoid complications.

The Eureka station staff are all trained in Standard First Aid and a minimum of one staff member is trained in Advanced First Aid but staff are not trained to diagnose nor treat illnesses.

The health care centre in Resolute Bay offers some telephone consultation however assistance is not always available especially outside of regular business hours. Most often, the recommendation from the health centre is to transport the sick person to Resolute Bay for further examination even when illnesses could be successfully treated at Eureka using the prescription medication that is available on site.

Weather extremes make it difficult and sometimes impossible to transport sick or injured personnel to Resolute Bay or further South to a hospital. If necessary, the station staff will attempt to manage a sick or injured person at the weather station, under the direction of a qualified nurse or physician, until such a time as help can arrive and/or the person can be transported South safely.

The weather station stocks; a portable medical emergency kit, over 150 items of medical equipment and more than 100 types of prescription and over the counter medications. The items in the weather station's medical inventory were traditionally prescribed and procured by Health Canada however this support ceased in 2017, forcing ECCC to seek a solution in the private sector.

1.1 Objective

To meet the healthcare needs of personnel residing at and visiting the Eureka Weather Station, ECCC requires a Contractor to provide 24 hour, 7 days per week, 365 days per year "telemedicine" services as and when requested, including the provision of prescription and over the counter medications and medical equipment when necessary and appropriate.

1.2 Terminology

Telemedicine - the practice of caring for patients remotely when the provider and patient are not physically present with each other.

2.0 Scope

2.1 Services required by the Contractor include:

- i. Telemedicine and consultation services by qualified physicians, each holding valid licences and certifications required for practicing medicine in Canada, for personnel located at Eureka, NU;
- ii. Prescribing prescription and over the counter medications, as well as medical equipment, and delivering these to site;
- iii. Managing the weather station's medical inventory; and
- iv. Reporting on telemedicine activities to the Technical Authority on a monthly basis.

3.0 Tasks



- 3.1 The Contractor will provide telemedicine and consultation services using qualified, experienced and currently practicing emergency physicians on a 24 hour, 7 days per week, 365 days per year basis for personnel located at Eureka, NU. The Contractor's physicians providing these services will maintain all necessary qualifications needed to legally practice medicine in Canada at all times. Any physician that does not meet the qualifications required to legally practice medicine in Canada under this contract will be immediately removed and replaced by a fully licensed and certified physician legally able to practice medicine in Canada.
- 3.2 The Contractor will provide prescription and over the counter medications as well as the medical equipment* necessary to manage all types of illnesses and medical emergencies at Eureka, NU. All medications and equipment must be approved for use in Canada.
- 3.3 The Contractor will manage the weather station's medical inventory* including replenishing stock and providing checks and balances for the disposal of expired drugs. This must be done by working closely with the station manager on-site at Eureka, NU.

*See **Appendix 1 to Annex "A"** for the List of Pharmaceutical Drugs and Medical Equipment.

- 3.4 The Contractor will provide consultation services such as assessing and reporting on the medical facilities and equipment available at Eureka. At the discretion of ECCC, the Contractor may be requested to travel to Eureka, NU for an "on-site" assessment each year.

4.0 Deliverables

- 4.1 The Contractor must validate the current medical inventory at the station.
- 4.2 The Contractor must replenish the current medical inventory as required. If, in the medical opinion of the Contractor, there are more effective medications that can be used, substitutes will be accepted.
- 4.3 The Contractor must provide detailed instructions for ECCC personnel to access telemedicine services from Eureka.
- 4.4 The Contractor must provide all the documentation required to ensure that proper procedures are followed by weather station personnel. Documentation must include, but is not limited to, first aid booklets, medical assessment forms, first aid logs and narcotics logs.
- 4.5 The Contractor must produce written monthly reports detailing all the support provided to the weather station. Reports must be provided in any of the following formats: MS Word, MS Excel or PDF formats.
 - 4.5.1 Reports must, at a minimum, provide some of the details of any telephone or computer contacts with station personnel (without violating privacy), equipment provided to the station, medications provided to the station, medications prescribed for station personnel and instructions given to station staff.



4.5.2 Reports must be submitted on a monthly basis to the Superintendent Upper Air Operations and to the Eureka Station Program Manager. ([contact information to be provided at award](#))

4.6 Reports resulting from a request for consultation services must be submitted to the Superintendent Upper Air Operations within 30 business days from the date of the request. These reports must be provided in any of the formats identified in section 4.5 above. ([contact information to be provided at contract award](#))

5.0 Government Supplied Materiel

5.1 The Technical Authority will provide an updated list of the initial station medical inventory upon contract award.

5.2 ECCC will ensure proper storage of medicine and medical equipment on site.

5.3 At its discretion, ECCC may occasionally obtain medical equipment parts and materials from sources other than the Contractor.

6.0 Official Languages

6.1 The Contractor must provide telemedicine services in both official languages (English and French).

6.2 The Contractor must provide reports in English.

6.3 The Contractor must provide documentation as per section 4.4 above in English.

7.0 Work Location

7.1 Telemedicine services will be provided remotely via telephone, radio or computer from the Contractor's location to personnel of the Eureka Weather Station, Nunavut.

7.2 A yearly on-site visit may be required at the Eureka Weather Station for an in-person assessment of medical facilities, equipment, supplies and documentation

8.0 Travel

8.1 Travel is not normally required to perform the work.

8.2 At the discretion of ECCC, the Contractor may be required to travel to Eureka, NU for an "on-site" assessment each year.

8.2.1 If ECCC requests an on-site visit; the Contractor will be reimbursed for authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost; without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

NJC Website: <http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=eng>



8.3 All travel must have the prior authorization of the Technical Authority.

9.0 Sustainable Procurement Considerations

9.1 The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board [Policy on Green Procurement](#) and [Greening Government Strategy](#).

9.2 The following green procurement criteria and standards must form part of the Work:

- Provide all correspondence and deliverables including (but not limited to) documents, reports and invoices in electronic format.
- If correspondence and deliverables are not provided in electronic format, all documents must be printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content to the full extent to which it is procurable.
- Deliverables must minimize packaging. When required, packaging must be recyclable and/or biodegradable. Alternatively, the Contractor can offer an extended producer responsibility program enabling packaging take-back at delivery, when feasible given the remote location.

10.0 Accessibility Considerations

10.1 The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the [Accessible Canada Act](#), its associated regulations and standards, as well as the [Directive on the Management of Procurement](#) and [Policy on the Planning and Management of Investments](#).

10.2 The following accessibility criteria and standards must form part of the Work:

All written reports must be created in a format that is accessible, as per the Accessibility, Accommodation, and Adaptive Computer Technology Program (AAACT) [Digital Accessibility Toolkit](#).



APPENDIX 1 TO ANNEX “A”

List of pharmaceutical drugs and medical equipment

Item Description	Quantity
Gaviscon Suspension 100ml	6
Prednisone, 50 mg tablets	20
Ranitidine 150 mg	24
Salbutamol 100 mcg 200 dose inhaler	2
Bacitracin zinc and polymyxin B sulfate (Polysporin), ointment, 15 g tube	6
Penicillin V Potassium (Novo-Pen V, Pee-Vee 300), 300 mg tablets (480,000 units) of phenoxymethylpenicillin	60
Furosemide (Lasix), 40 mg tablets	10
Sulfamethoxazole-Trimethoprim (Novo-trimel DS, Septra DS), tablets with 800 mg sulfamethoxazole & 160 mg trimethoprim	30
Cephalexin (Keflex), 500 mg tablets	80
Loperamide hydrochloride (Imodium), 2 mg tablets (box/24)	1
Clotrimazole 1%, (Canesten, Clotrimaderm), 30 g tube	2
Diphenhydramine hydrochloride (Benadryl), capsules, 25 mg	24
Acyclovir+Hydrocortisone (XERESE), 5% cream, 5 g tube	2
Throat lozenges antibacterial cherry 16 – Atoma brand	12
Dextromethorphan, syrup (Balminil DM), 100 ml bottle (alcohol-free, sucrose-free)	12
Slow-release pseudoephedrine (decongestant - Eltor), 120 mg tablets	96
Clindamycin 300mg tablets (P)	60
Cavit Temporary Filling- Pink- 28 gm Paste	2
Hydrocortisone Cream 1% 15 g	4
Ciprofloxin 0.3% eye drops 5 ml (P)	2
Ciprodex Ear Drops 7.5ml (P)	2
Ophthalmic antibiotic (Polysporin or equivalent generic) 15 ml bottles	4
Proctodan HC ointment 15 g	2
Lorazepam (Ativan), 1 mg tablets	28
Acetaminophen 325mg (Tylenol) 100 tabs	2
Methocarbamol 500mg (Robaxin) 50 tabs	1
Diazepam (Valium), 5 mg tablets	28
Rub A-535 50g	4
Dimenhydrinate (Gravol), 50 mg tablets	30
Dimenhydrinate (Gravol), 100 mg suppositories Box/10	1
Ibuprofen 200mg (Motrin/Advil) 100 tabs	4
Acetylsalicylic acid (Aspirin), 80 mg tablets	10
Codeine 30mg Tablets (P) Controlled Substance -Blister Packed	28
Hydromorphone 2mg tablets (P) Controlled Substance (Morphine) - Blister Packed	28
Nitroglycerin, spray (Nitrolingual), 0.4 mg, containing 200 doses Health Officer Medical Jump Kit (1)	2
Nix Cream 30 gm	4
Permethrin (Nix/Kwellada), 1% shampoo, 50 ml bottle	4
Ipratropium bromide, (Atrovent), 20 mcg/dose inhaler	2
Epi-Pen (Epinephrine 0.3 mg/dose)	2
Glycerin Suppositories 12	1



Clarithromycin XL 500mg tablets (P)	50
Hyoscine Butylbromide 10mg tablets (P) (Buscopan)	10
Ciprofloxacin (Cipro) - 500 mg tablets	50
Glucose Oral, Dex 4 - 10 tabs	1
Gastrolyte- Oral re-hydration 10 packs	1
Burn Kit/Dressings - Watergel	1
Benzocaine 7.5% (Orajel) 9.5 g tube	1
Oil of Clove (8 ml bottle)	1
Tranexamic Acid (Cyclokapron), 500 mg tablets	20
Amoxicillin + Clavulanate (Clavulin), 875 mg tablets	42
Doxycycline Hyclate (Apo-Doxy vibramycin), 100 mg tablets	40
Naloxone 4 mg Nasal Spray - 2 doses per package	1
Morphine, 10 mg/ml, 1 ml ampoule	5
Dimenhydrinate (Gravol), injection, 50 mg/ml, 1 ml ampoules	5
Cetirizine (Reactine non-drowsy), 10 mg tablets	20
Omeprazole (Losec), 20 mg tablets	30
AeroChamber Plus Flow-Vu, adult size (to administer inhalers)	2
Secaris Nasal Gel	2
Olanzapine (Zyprexa Zydis), 5 mg tablets	5
Ceftriaxone (Rocephin), 1 g/vial	3
Metronidazole (Flagyl), 250 mg tablets	42
Sterile water for injection, 10 ml vial with hinged lid	3
Fluconazole (Diflucan), 150 mg capsule	3
Valacyclovir (Valtrex), 500 mg tablets	42
Urine pregnancy test (Clear Blue or equivalent), pregnancy test	1
Urine test strips and colorimetric scale, (Multistix-10), 100	1
Sodium Chloride 0.9%, sterile saline solution for wound irrigation, 500 ml bottle	1
Alcohol Swabs 100	1
Syringe (3 ml, 25G 1")	10
Band-Aids 3/4"x3" , box of 100	1
Cotton Balls	1
Prescription Vials	10
Medication label roll	2
Blood Glucose - Contour Next EZ blood glucose monitor	1
Blood Glucose - Test strips for Bayer Contour Next EZ meter (or other if not available)	1
Blood Glucose - Lancets for Testing	1
Thermometer- Digital with flexible tip	1
Pulse oximeter, model NPB-40, (manufactured by Nellcor Puritan Bennett or equivalent)	1
Blood Pressure Monitor- Digital	1
Sharps Container Yellow 1.4L	1
Lidocaine HCL 2% injection (Xylocaine), 20 mg/ml, 5 ml vials	5
Transpore Tape 2.5 cm x 9.1m	2
Oxygen mask, simple, adult size, medium concentration, with connector tube	2
Oxygen - Nasal Clip with connector tube, adult size	2
Oropharyngeal cannula (Guedel), set of 8, different colour sizes	1
Trauma Bag	1



Sponge, surgical, sterile, 10 cm x 10 cm (2 per package box of 100)	1
Sterile Abdominal/Combine Pad, 20 x 25cm	1
Trauma Dressing, Sterile, 25 x75cm (conforming stretch gauze)	1
CPR Compact Mask, O2 Inlet, Case, Gloves, Wipes	1
Eye Dressing Kit: Eye Pads 10/bag, Eyewash 30ml, 5/bottles	1
Sodium fluorescein, 2.0% drops, box of 20 x 0.5 ml (Minims) (ok if available in paper strips: Flo Strips, Bio Glow, Ful Glow)	1
Atropine Sulphate, 0.6/ml, 1 ml ampoules	1
Glucagon, injection, 1 mg/ml, 1 ml vial	1
Midazolam (Versed), 5 mg/ml injection, 1 ml vial	1
Misoprostol TB 200mcg	1
Xylometazoline HCL spray 0.10% nasal - 30 ml	1
Povidone-iodine 10 %topical solution (Betadine) 100 ml	1
Vaseline petrol jelly tube 50g	1
Ocuflox OPH sol 0.3% 5ml	1
Gloves - Disposable Exam (Large)	1
Operating Scissors, Straight (St. Steel)	1
Splinter Forceps, Pointed (St. Steel)	1
Intravenous catheter, 1.16 in., 18 g	1
IV Continu-flo clearlink solution set	1
Sterile Catheter - Complete Set	1
Tray with simple dressings	1
Toruniquet CAT	1
Hot pack 5X9	4
Furosemide INJ Amp 10mg/ml - 4 ml amps	5
Sodium Chloride 0.9% Bag 12X1L	5



ANNEX “B” – BASIS OF PAYMENT

Table 1.

Contract Year 1: September 1, 2024 to August 31, 2025					
Item	Description	Unit of Measure	(A)	(B)	(C)
			Quantity	Firm All-Inclusive Rate	Extended Price (A) x (B)
1	Provision of 24-hour, 7 days per week, 365 days per year telemedicine services	Days	365	\$	\$
2	Consulting Services	Hours	40	\$	\$
Item	Description	Unit of Measure	(D)	(E)	(F)
			Cost*	Profit as a Percentage of Cost [†]	Profit Amount (D) x (E)
3	Provision of Pharmaceutical Drugs and Medical Equipment (as and when requested) – Refer to Appendix 1 of Annex A	Lot	\$5,000	_____ %	\$
TABLE 1. SUBTOTAL: (Extended Price for Items 1 and 2 + Profit Amount for Item 3) Applicable Taxes Extra					\$

*Column (D) “Cost” is provided as a yearly estimate for **evaluation purposes only** and does not represent a commitment by Canada of such cost.

[†]Column (E) “Profit as a Percentage of Cost” is the **markup percentage only**. Physician Fees and estimated Shipping Fees are **not** to be included in the Financial Bid.

Table 2.

Contract Year 2: September 1, 2025 to August 31, 2026					
Item	Description	Unit of Measure	(A)	(B)	(C)
			Quantity	Firm All-Inclusive Rate	Extended Price (A) x (B)
1	Provision of 24-hour, 7 days per week, 365 days per year telemedicine services	Days	365	\$	\$
2	Consulting Services	Hours	40	\$	\$
Item	Description		(D)	(E)	(F)



		Unit of Measure	Cost*	Profit as a Percentage of Cost [†]	Profit Amount (D) x (E)
3	Provision of Pharmaceutical Drugs and Medical Equipment (as and when requested) – Refer to Appendix 1 of Annex A	Lot	\$5,000	_____ %	\$
TABLE 2. SUBTOTAL: (Extended Price for Items 1 and 2 + Profit Amount for Item 3) Applicable Taxes Extra					\$

*Column (D) "Cost" is provided as a yearly estimate for **evaluation purposes only** and does not represent a commitment by Canada of such cost.

†Column (E) "Profit as a Percentage of Cost" is the **markup percentage only**. Physician Fees and estimated Shipping Fees are **not** to be included in the Financial Bid.

Table 3.

Contract Year 3: September 1, 2026 to August 31, 2027					
Item	Description	Unit of Measure	(A)	(B)	(C)
			Quantity	Firm All-Inclusive Rate	Extended Price (A) x (B)
1	Provision of 24-hour, 7 days per week, 365 days per year telemedicine services	Days	365	\$	\$
2	Consulting Services	Hours	40	\$	\$
Item	Description	Unit of Measure	(D)	(E)	(F)
			Cost*	Profit as a Percentage of Cost [†]	Profit Amount (D) x (E)
3	Provision of Pharmaceutical Drugs and Medical Equipment (as and when requested) – Refer to Appendix 1 of Annex A	Lot	\$5,000	_____ %	\$
TABLE 3. SUBTOTAL: (Extended Price for Items 1 and 2 + Profit Amount for Item 3) Applicable Taxes Extra					\$

*Column (D) "Cost" is provided as a yearly estimate for **evaluation purposes only** and does not represent a commitment by Canada of such cost.

†Column (E) "Profit as a Percentage of Cost" is the **markup percentage only**. Physician Fees and estimated Shipping Fees are **not** to be included in the Financial Bid.

Table 4.

Option Period 1 (Year 4): September 1, 2027 to August 31, 2028					
Item	Description		(A)	(B)	(C)



		Unit of Measure	Quantity	Firm All-Inclusive Rate	Extended Price (A) x (B)
1	Provision of 24-hour, 7 days per week, 366 days per leap-year telemedicine services	Days	366	\$	\$
2	Consulting Services	Hours	40	\$	\$
Item	Description	Unit of Measure	(D)	(E)	(F)
			Cost*	Profit as a Percentage of Cost [†]	Profit Amount (D) x (E)
3	Provision of Pharmaceutical Drugs and Medical Equipment (as and when requested) – Refer to Appendix 1 of Annex A	Lot	\$5,000	_____%	\$
TABLE 4. SUBTOTAL: (Extended Price for Items 1 and 2 + Profit Amount for Item 3) Applicable Taxes Extra					\$

*Column (D) "Cost" is provided as a yearly estimate for **evaluation purposes only** and does not represent a commitment by Canada of such cost.

†Column (E) "Profit as a Percentage of Cost" is the **markup percentage only**. Physician Fees and estimated Shipping Fees are **not** to be included in the Financial Bid.

Table 5.

Option Period 2 (Year 5): September 1, 2028 to August 31, 2029					
Item	Description	Unit of Measure	(A)	(B)	(C)
			Quantity	Firm All-Inclusive Rate	Extended Price (A) x (B)
1	Provision of 24-hour, 7 days per week, 365 days per year telemedicine services	Days	365	\$	\$
2	Consulting Services	Hours	40	\$	\$
Item	Description	Unit of Measure	(D)	(E)	(F)
			Cost*	Profit as a Percentage of Cost [†]	Profit Amount (D) x (E)
3	Provision of Pharmaceutical Drugs and Medical Equipment (as and when requested) – Refer to Appendix 1 of Annex A	Lot	\$5,000	_____%	\$



TABLE 5. SUBTOTAL: (Extended Price for Items 1 and 2 + Profit Amount for Item 3) Applicable Taxes Extra	\$
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*Column (D) "Cost" is provided as a yearly estimate for **evaluation purposes only** and does not represent a commitment by Canada of such cost.

†Column (E) "Profit as a Percentage of Cost" is the **markup percentage only**. Physician Fees and estimated Shipping Fees are **not** to be included in the Financial Bid.

TOTAL EVALUATED PRICE

The Total Evaluated Price will be the sum of the subtotals of Table 1, Table 2, Table 3, Table 4, and Table 5 (applicable taxes extra).

Table 1 (Contract Year 1) SUBTOTAL	\$
Table 2 (Contract Year 2) SUBTOTAL	\$
Table 3 (Contract Year 3) SUBTOTAL	\$
Table 4 (Option Period 1 - Year 4) SUBTOTAL	\$
Table 5 (Option Period 2 - Year 5) SUBTOTAL	\$
TOTAL EVALUATED PRICE:	\$



ANNEX “C” – INUIT BENEFITS PLAN

PART A – INUIT BENEFITS PLAN (IBP)

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement.

The Bidder’s Inuit Benefits Plan (IBP) will be the document containing the Bidders’ commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in Annex C, Part A (INUIT BENEFITS PLAN EVALUATION).

Canada reserves the right, but is not obligated, to verify any information provided in the IBP. Any untrue statements made by the Bidder in its IBP may result in the bid being declared non-responsive or in the Contractor being in default to the terms of the contract.

The Bidder acknowledges that the IBP evaluation criteria represents Canada’s solemn efforts to uphold Canada’s constitutional obligations to the Inuit of Nunavut, and that the true value of IBP commitments may not be entirely pecuniary and, as such, cannot be fully represented by a dollar value alone.

The Bidder also acknowledges that, if selected to be the Contractor, the commitments in its IBP will become contractual obligations, and that in future solicitations processes, Canada will retain per the Standard Instructions the right to review past performances and records of delivering IBP obligations to determine a Bidder’s ability to do so in future projects.

For follow-up purposes, the leaders of the modern treaty rights holders impacted by this procurement may receive copies of the Contractor’s IBP, IBP Progress Reports and periodically receive performance monitoring results.

If there is insufficient space in the tables below, add additional lines as need be.

Key Terms

1. Eligible Inuit Employee (EIE) is:
 - a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (<https://nlca.tunngavik.com/>) at the time such work is performed, and
 - c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee’s beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:
https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/

2. Eligible Inuit Trainee (EIT) is:



- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (<https://nlca.tunnngavik.com/>) at the time such work is performed, and
 - c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an “Eligible Inuit Employee” or as an “Eligible Inuit Trainee”, not both).
3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:
- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry (IFR). (<https://inuitfirm.tunnngavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

Evaluation and Assessment of IBP Commitment

The Contractor must provide their IBP Commitments based on the requirement identified in Annex “B”, Basis of Payment.

The Contractor will be assessed every month on their total IBP commitments. For example, in Inuit Benefits Criteria (IBC), Eligible Inuit Employment (EIE), **if your commitment percentage is 50%**, you should commit a minimum of 50% towards Inuit Employment labour hours over the entire contract period. The IBP commitment will be prorated against the total contract labour hours of work.

It is recommended that the Contractor provides an IBP Commitment Schedule detailing commitments for each criteria over the entire period of the requirement.

Documentation to support commitments made by Bidders should include, but is not limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. It is the Bidders’ responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.

Supporting Documentation

Bidders must provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Inuit labour, and subcontracting/supplier commitments.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion. Conversely, one cannot change their commitments by providing additional information.

The following are examples of what a bidder may provide to demonstrate their commitments. Note this is not an exhaustive list and bidders are responsible for providing sufficient detail to support the plan outlined and commitments made.



Inuit Employment

- list of specific positions, categories, overall percentage of labour;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects; and
- strategies for staff management.

Inuit Training and Skills Development

- outline the activities that support Inuit training and skills development;
- demonstrate how the development will build job specific skills;
- strategies for recruitment of Inuit; and
- strategies for retention of Inuit for long-term, multi-year projects.

Inuit Ownership (of Prime and Sub-contractors / suppliers)

- names of companies contacted and the natures of the undertakings;
- list of specific Inuit businesses that will be Sub-contractors / suppliers;
- the type of work to be carried out by Inuit businesses; and
- how Inuit Firms will be managed from developing sources of supply to administration

Head Office

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
- Describe the nature of the firm’s presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder’s IBP.

Commitment Tables

The tables in Part B should be used by bidders to submit their proposals and to supplement their response.

Contractor Selection

For IBP commitment, to establish the commitment score, each responsive bid will be assigned points as detailed in the IBC table below.

The Contractor selection will be based on the highest responsive combined rating of IBP, price and technical rating.

INUIT BENEFITS PLAN CRITERIA

The requirements of the Agreement Between the Inuit of the Nunavut Settlement Area (NSA) and Her Majesty the Queen in Right of Canada apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.

Inuit Benefits Criteria (IBC)		
IB1	Inuit Employment to evaluate the employment of Inuit Labour.	Points



	<p>Bidders are requested to demonstrate their commitment to use on-site Inuit from the Nunavut Settlement Area, in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Contractor staff and/or sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions that may or will be staffed by onsite Inuit. Onsite Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>An Eligible Inuit Employee (EIE) must meet the following criteria:</p> <ol style="list-style-type: none"> 1. An individual who is performing services related to the project for a Contractor, sub-contractor or supplier who has work related to the project; and 2. An individual registered on the Nunavut Inuit Enrolment list <p>0-100% of total labour hours = 0-10 points. Points will be assigned based on a percentage % of the total Points available.</p> <p>___ % x total points available</p> <p>Example:</p> <p>Bidder guarantees 65% of total labour hours will be Inuit = 65 % x 10 = 6.5 points</p> <p>NOTE: Bidders must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your supporting documentation.</p> <p>This Criterion is worth 10% of the bid evaluation points available.</p> <p>Holdback conditions will apply to this criterion.</p>	/10
IB2	<p>Inuit Training and skills development: to evaluate the undertaking of commitments, under the contract, with respect to training or skills development for Inuit.</p>	



	<p>Bidders are requested to demonstrate their commitment to support Inuit training and skills development in the carrying out of the required statement of work. This should include descriptions of how the development will build job specific skills. Bidders should describe strategies for recruitment of Inuit as well as strategies for retention of Inuit for long-term, multi-year projects at no additional cost under this Contract.</p> <p>To establish the training score, each responsive bid will be prorated against the Bidder proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <p>This Criterion is worth 10% of the bid evaluation points available.</p> <p>Holdback conditions will apply to this criterion.</p>	<p>/10</p>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Example:</th> <th style="text-align: center;">Bidder 1</th> <th style="text-align: center;">Bidder 2</th> <th style="text-align: center;">Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Total number of Inuit training hours proposed</td> <td style="text-align: center;">20 hours</td> <td style="text-align: center;">35 hours</td> <td style="text-align: center;">60 hours</td> </tr> <tr> <td>Calculation of Points</td> <td style="text-align: center;">20/60 = 0.33 x 10 (10 is the total points available)</td> <td style="text-align: center;">35/60 = 0.58 x 10 (10 is the total points available)</td> <td style="text-align: center;">60/60 = 1.0 x 10 (10 is the total points available)</td> </tr> </tbody> </table>	Example:	Bidder 1	Bidder 2	Bidder 3	Total number of Inuit training hours proposed	20 hours	35 hours	60 hours	Calculation of Points	20/60 = 0.33 x 10 (10 is the total points available)	35/60 = 0.58 x 10 (10 is the total points available)	60/60 = 1.0 x 10 (10 is the total points available)	
Example:	Bidder 1	Bidder 2	Bidder 3											
Total number of Inuit training hours proposed	20 hours	35 hours	60 hours											
Calculation of Points	20/60 = 0.33 x 10 (10 is the total points available)	35/60 = 0.58 x 10 (10 is the total points available)	60/60 = 1.0 x 10 (10 is the total points available)											
<p>IB3</p>	<p>Inuit ownership (Contractor and/or subcontractors): to evaluate whether the Bidder is an Inuit firm on the IFR, and whether Inuit firms on the IFR will be engaged as subcontractor(s) in carrying out the government contract</p> <p>Bidders are requested to demonstrate the use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR subcontractors for services from IFR businesses.</p> <p>If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.</p> <p>Bidders should provide their guarantee of Inuit Contractor/ subcontractor/ supplier in accordance with the following:</p> <p>Points will be assigned to Bidder as follows:</p> <p>Total dollar value guarantee of IFR contracting / Estimated value of contracting (bid price + any applicable amendments) = _____ x _____ total points available = assigned points</p> <p>Example: Estimated value of Contract: \$100,000. Total guarantee of IFR contracting: \$55,000</p> <p>\$55,000 / \$100,000 = 0.55 x 10 = 5.5 points</p> <p>NOTE:</p>	<p>/10</p>												



	<p>Inuit ownership MUST be supported by a list of specific Contractor / subcontractor(s) / supplier(s) that can be confirmed on the IFR.</p> <p>The list of specific Contractor / subcontractor(s) / supplier(s) confirmed for Inuit Ownership must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.</p> <p>This Criterion is worth 10% of the bid evaluation points available.</p> <p>Holdback conditions will apply to this criterion.</p>	
Nunavut Benefits Criteria		
IB4	<p>Location in the NSA: to evaluate whether the Bidder or the subcontractor(s) have head offices, staffed administrative office or other staffed facilities in the Nunavut Settlement Area (NSA).</p> <p>Bidders are requested to demonstrate the Contractor / subcontractor(s) / supplier(s) performing work under the government contract have new or existing head office, staffed administrative office or other staffed facilities in the Nunavut Settlement Area.</p> <p>A maximum of 5 points will be assigned for this criterion. Points will be assigned as follows:</p> <ol style="list-style-type: none"> 1. Head Office (2 points) 2. Staffed Administrative Office (2 points) 3. Other Staffed Facilities (1 point) <p>Location Proposal Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> • a description of the locations, including addresses; • describe the nature of the firm's presence in the NSA; and • number of years the firm has been in the identified locations in the NSA. <p>This Criterion is worth 5% of the bid evaluation points available.</p> <p>Holdback conditions will apply to this criterion.</p>	/5

Criteria	Total Points Available	Total Score
Inuit employment	10	/10
Inuit training and skills development	10	/10
Inuit ownership/sub-contractors/suppliers	10	/10
Location in the Nunavut Settlement Area (NSA)	5	/5
Grand Total	35	/35



PART B – INUIT BENEFITS PLAN EVALUATION

For a bid to be assigned points for commitments made in respect of any IBP bid criteria, **the Bidder must provide proof with their bid** to demonstrate how they will meet the objective of each criterion. Bidders may use the below **Commitment Tables** to supplement the IBP submission provided in their bid.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the bid being declared non-responsive.

	Inuit Benefits Plan Evaluation Criteria	Points Available	Proposal Page No.
IB1	Inuit Employment	/10	
IB2	Inuit Training and Skills Development	/10	
IB3	Inuit Ownership (Contractor/subcontractors/suppliers)	/10	
IB4	Location in the NSA (Head offices, staffed administrative offices or other staffed facilities)	/5	
Total Inuit Benefits Plan Evaluation Rating:		/35	

BIDDER COMMITMENT AND CERTIFICATION

Commitment Table 1 – Eligible Inuit Employment (EIE) Commitment

Dollar value must be the gross dollar value that will be paid (in CAD) to the EIEs for work performed under the contract. Add as many lines as need be in the below table.

Commitments below identify EIEs and EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff.**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

Bidders are required to detail commitments for **each** [Period/Year/Phase/Other](#) in the corresponding tables.

1-A Total EIE

[Period/Year/Phase/Other](#): _____

	Column	(A)	(B)	(C)
Item	Employment Type or Position	Hourly Rate (for the employment type or position)	EIE Hours	Dollar Value (A x B) (taxes extra)



EIE-1		\$		\$
EIE-2		\$		\$
EIE-X		\$		\$
Total for <u>this</u> Period/Year/Phase/Other				\$

Total for <u>all</u> Period/Year/Phase/Other	Total EIE Hours (Contractor and subcontractor)		Total Dollar Value (Contractor and subcontractor)	
		(A1)	\$	(A2)

IBP Commitment Implementation

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in Annex C – Part A.

Bidders must clearly indicate where in their proposal this information has been provided.

Commitment Table 2 – Eligible Inuit Training (EIT) Commitment

Commitments below identify EITs **regardless of whether they are provided by the Contractor or subcontractor staff.**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

Bidders are required to detail commitments for **each Period/Year/Phase/Other** in the corresponding tables.

2-A Total EIT

Period/Year/Phase/Other: _____

Item	Position of Inuit Trainee	Type of Training/Development	EIT Hours
EIT-1			
EIT-2			
EIT-X			
Total for <u>this</u> Period/Year/Phase/Other			

Total for <u>all</u> Period/Year/Phase/Other	Total EIT Hours (Contractor and subcontractor)	
		(T1)



IBP Commitment Implementation

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in Annex C – Part A.

Bidders must clearly indicate where in their proposal this information has been provided.

Commitment Table 3 – Inuit Ownership Commitment

Inuit Ownership commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.

Bidders must provide their IFR identification (ID) number to be awarded points toward Inuit ownership.

Bidders are required to detail commitments for **each** [Period/Year/Phase/Other](#) in the corresponding tables.

3-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment

[Period/Year/Phase/Other](#): _____

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Supplies/Services
IFR-2				\$
IFR-3				\$
IFR-X				
	Dollar Value of IFR (Contractor/subcontractor/supplier) for this Period/Year/Phase/Other			\$

Total Dollar Value of IFR (Contractor/subcontractor/supplier) for all Period/Year/Phase/Other	\$	(F)
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IBP Commitment Implementation



Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their Inuit Ownership commitment, as described in Annex C – Part A.

Bidders must clearly indicate where in their proposal this information has been provided.

Commitment Table 4 – NSA Location Commitment

Bidders are required to detail commitments for **each** [Period/Year/Phase/Other](#) in the tables that correspond to that Period/Year/Phase/Other.

Bidders to demonstrate the Contractor / sub-contractor(s) / supplier(s) performing work under the government contract have new or existing head office, staffed administrative office or other staffed facilities in the Nunavut Settlement Area		
Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

Bidder Certification

The Bidder must submit the following certification if an IBP guarantee is being provided, either at time of bid submission, or as requested by the Contracting Authority.

Inuit Benefits Plan Certification:

_____ **PRINT NAME**

_____ **SIGNATURE**

_____ **DATE**

The Bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete.



PART C – IBP PROGRESS REPORT

The IBP Progress Report is comprised of tables which the Contractor must fill in, as indicated in this Annex, and submit with every invoice.

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each month of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

If so requested by Canada, the Contractor must be able to provide a full description of all of the Work that has been completed in accordance with the IBP, and to present before Canada the supporting documentation (i.e. employees coordinates, time sheets, invoices, receipts, vouchers etc.). The Contractor must also maintain such records for audit purposes in accordance with the General Conditions.

The Contractor is required to certify the information contained in every IBP Progress Report submitted. If Contractor Certification is not provided, the IBP Progress Report will be deemed incomplete and will not be accepted.

Disclosure of Information

1. The Contractor agrees to the disclosure of the IBP and the IBP Progress Reports by Canada, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. The Contractor warrants to have secured from its subcontractors and suppliers similar consents to disclosure by Canada as the IBP and the IBP Progress Report could contain information regarding such subcontractors and suppliers. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Contractor undertakes **not to include** in the IBP or in the IBP Progress Reports **any information that cannot be shared publicly** or that could constitute **private information** under the *Privacy Act* (R.S.C., 1985, c. P-21) (e.g. name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

Deviations

If the delivery of IBP obligations is below the IBP commitment, the Contractor must include a detailed explanation. In circumstances where the Contractor can clearly demonstrate that reasonable efforts were made to meet the IBP obligations but could not be met due to circumstances out of the Contractor's control, the Contractor will nevertheless be expected to have maximized IBP obligations to the level that was possible. See the Contract terms for further details regarding such situations.

The Contractor must **inform the Contracting and Canada's IBP Authority immediately** without waiting for the submission of an IBP Progress Report if a deviation from the expected outcome may occur.



Key Terms

1. Eligible Inuit Employee (EIE) is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement (<https://nlca.tunnngavik.com/>) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee’s beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

https://www.tunnngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/

2. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry (IFR). (<https://inuitfirm.tunnngavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

Return Reports to:

Contracting Authority Name: Garvin Suepaul

Email: Garvin.Suepaul@ec.gc.ca

INUIT EMPLOYMENT

Table 1 – EIE Progress Report

“Hourly rate” must be the gross dollar value paid (in CAD) to the EIE for that position and seniority for the work performed under the contract. Add as many lines as need be in the below table.

Eligible Inuit Employment data **must not include** any data already included under the Eligible Inuit Training data or the Inuit Ownership data.

Period/Year/Phase/Other: _____

1-A EIE

ITEM	Hourly Rate	EIE Hours in this Progress Report (Contractor and subcontractor)		Dollar Value paid to EIE in this Progress Report (Contractor and subcontractor)	
		Committed	Achieved	Committed	Achieved
EIE – 1	\$			\$	\$
EIE - 2	\$			\$	\$
EIE - X	\$			\$	\$
TOTAL for this Progress Report				\$	\$



1-B Cumulative EIE

Total EIE Hours committed in the IBP (A1)		Total Dollar Value committed for EIE Hours in the IBP (A2)	\$
Total EIE Hours achieved for all <i>Periods/Years/Phases/Other</i>, up to now and including this one		Total Dollar Value Paid to EIE for all <i>Periods/Years/Phases/Other</i>, up to now and including this one	\$
Total EIE Hours remaining to meet commitment		Total Dollar Value remaining to meet commitment	\$
% of EIE Hours achieved towards EIE Hours committed		% Dollar Value paid towards EIE Hours committed	

On track (Yes or No)? If no, the sections below **MUST** be completed prior to submission of this report.

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)

INUIT TRAINING AND SKILLS DEVELOPMENT

Table 2 – EIT Progress Report

Period/Year/Phase/Other: _____

2-A Total EIT

	Total EIT training hours in this <i>Progress Report</i>
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ITEM	Committed	Achieved
EIT -1		
EIT-2		
EIT-X		

2-B Cumulative EIT

Total of EIT training hours for all Periods/Years/Phases/Other, up to now and including this one	
Total of EIT training hours committed in the IBP (T1)	
Total of EIT training hours remaining to meet commitment	

On track (Yes or No)? If no, the sections below **MUST** be completed prior to submission of this report.

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)

INUIT OWNERSHIP

Table 3 – Inuit Ownership Progress Report

Period/Year/Phase/Other: _____

3-A Total Inuit Contractor/Subcontracting/Supplier



ITEM	Company Name (contractor)	Description of the Work	Inuit Firm ID	Total Dollar Value in this Progress Report	
				Committed	Achieved
IFR-1				\$	\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Total Dollar Value in this Progress Report for Subcontract or Supplies/ Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$	\$
IFR-X				\$	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in this Progress Report				\$	\$

3-B Cumulative

Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in all Periods/Years/Phases/Other , including this one.	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP (F)	\$
Total Dollar Value remaining	\$

On track (Yes or No)? If no, the sections below **MUST** be completed prior to submission of this report.

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)



Comments (Use additional pages if necessary)

LOCATION IN THE NUNAVUT SETTLEMENT AREA

Table 4 – NSA Location Commitment Progress Report

Period/Year/Phase/Other: _____

4-A Location of Business in the NSA

Company Name (contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

On track (Yes or No)? If no, the sections below **MUST** be completed prior to submission of this report.

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)



Each IBP progress report must include the certification below.

Contractor Certification

IBP PROGRESS CERTIFICATION:

Print name	Signature	Date

Contract number: _____

The Contractor certifies the information contained in the IBP Progress Report is accurate and complete.

The Contractor further certifies, and is prepared to provide support to demonstrate, that:

- 1. Where work has been attributed to Inuit workers or Inuit trainees, that the workers and / or trainees were all registered on the Inuit Enrolment List during the reporting period; and**
- 2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.**



PART D – HOLDBACK FOR THE NON-PERFORMANCE OF IBP COMMITMENTS

Refer to resulting contract Articles of Agreement, section 7.9 Payment, subsection 7.9.5 Nunavut Directive: Inuit Benefits Plan (IBP) Holdback for details.

INUIT BENEFITS PLAN ACHIEVEMENT HOLDBACK DEDUCTION CHECKLIST: FINAL IBP ASSESSMENT		
Step #	Contractor: _____	
	Total Contract Value (excluding tax): \$ _____	
Inuit Benefits Criteria		
1	Inuit Employment	
	Percentage Commitment	_____ %
	Percentage Achieved including applicable amendment(s)	_____ %
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 1 to determine applicable Holdback Deduction	Met / Not Met
2	Inuit Training & Skills Development	
	Hours Commitment	_____ hrs
	Hours Achieved	_____ hrs
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 2 to determine applicable Holdback Deduction	Met / Not Met
3	Inuit Ownership	
	Total Dollar Value Commitment	\$ _____
	Total Dollar Value Achieved	\$ _____
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 3 to determine applicable Holdback Deduction	Met / Not Met
Nunavut Benefits Criteria		
4	Location of Business in the NSA	
	Points received during evaluation 1. Head Offices: ___/2 2. Staffed Administrative Office: ___/2 3. Other Staffed Facilities: ___/1	_____ points
	Points Achieved	_____ points
	Met: No applicable Holdback Deduction	Met / Not Met



	Not Met: Proceed to Table 4 to determine applicable Holdback Deduction	
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TABLE 1 - ASSESSMENT OF INUIT EMPLOYMENT HOLDBACK DEDUCTION			
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Item #	Requirement	Weight	Score
1	<p>Calculate the percentage of commitment achieved for Inuit Employment based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤ 50%, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to Contractor’s ability to demonstrate diligent efforts to achieve Inuit employment commitments.</p> <p>Points awarded for Contractor due diligence based on the following scale:</p> <p>0 points – No information submitted to demonstrate efforts to meet the IBP commitment.</p> <p>2 points – Demonstrated little to no effort and made no Attempt to meet the IBP commitment.</p> <p>6 points – Demonstrated moderate effort while attempting to meet the IBP commitment and attempted to mitigate shortfalls.</p> <p>10 points – Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls.</p> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED HOLDBACK DEDUCTION:</p> <p>(100 - Total Assessed Score)% x (total contract value) x ____%</p>	\$_____	



5	COMMENTS/JUSTIFICATIONS:	
6	SIGNATURE OF EVALUATION PANEL:	
	Canada's IBP Authority	Contracting Authority
	_____	_____
	Signature	Signature

TABLE 2 - ASSESSMENT OF INUIT TRAINING HOLDBACK DEDUCTION			
Item #	Requirement	Weight	Score
1	<p>Calculate the percentage of commitment achieved for Inuit training based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤ 50%, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to Contractor's ability to demonstrate diligent efforts to achieve Inuit training commitments.</p> <p>Points awarded for Contractor due diligence based on the following scale:</p> <p>0 points – No information submitted to demonstrate efforts to meet the IBP commitment.</p> <p>2 points – Demonstrated little to no effort and made no Attempt to meet the IBP commitment.</p> <p>6 points – Demonstrated moderate effort while attempting to meet the IBP commitment and attempted to mitigate shortfalls.</p> <p>10 points – Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls.</p>	40	



	Due Diligence Score Assigned (out of 10) x 4 = Score		
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED IBP DEDUCTION: (100 - Total Assessed Score)% x (total contract value) x _____%	\$ _____	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL:		
	Canada's IBP Authority _____	Contracting Authority _____	
	Signature	Signature	

TABLE 3 - ASSESSMENT OF INUIT OWNERSHIP HOLDBACK DEDUCTION			
Item #	Requirement	Weight	Score
1	<p>Calculate the percentage of commitment achieved for Inuit ownership based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to Contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier commitments.</p> <p>Points awarded for Contractor due diligence based on the following scale:</p> <p>0 points – No information submitted to demonstrate efforts to meet the IBP commitment.</p>	40	



	<p>2 points – Demonstrated little to no effort and made no Attempt to meet the IBP commitment.</p> <p>6 points – Demonstrated moderate effort while attempting to meet the IBP commitment and attempted to mitigate shortfalls.</p> <p>10 points – Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls.</p> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>		
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED IBP DEDUCTION:</p> <p>(100 - Total Assessed Score)% x (total contract value) x _____%</p>	\$ _____	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL:		
	<p>Canada's IBP Authority</p> <p>_____</p> <p>Signature</p>	<p>Contracting Authority</p> <p>_____</p> <p>Signature</p>	

TABLE 4 - ASSESSMENT OF LOCATION OF BUSINESS HOLDBACK DEDUCTION			
Item #	Requirement	Weight	Score
1	<p>Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area (NSA).</p> <p>Calculate the score of commitments achieved for the existence of head offices, staffed administrative offices or other staffed facilities in the NSA based on the following formula, where:</p> <p>Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c)</p> <p>(a) / (b) = (c) * 100</p> <p>Note: If (c) is ≤50%, the Contractor will receive 0 points.</p>	100	



	If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.		
2	TOTAL ASSESSED SCORE	100	
3	TOTAL CALCULATED IBP DEDUCTION: (100 - Total Assessed Score)% x (total contract value) x _____%	\$ _____	
4	COMMENTS/JUSTIFICATIONS:		
5	SIGNATURE OF EVALUATION PANEL:		
	Canada's IBP Authority _____	Contracting Authority _____	
	Signature	Signature	



ANNEX "D" – SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 5000058546
Security Classification / Classification de sécurité UNCLASSIFIED

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



Contract Number / Numéro du contrat 5000058546
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat 5000058546
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



ANNEX “E” – INTEGRITY PROVISIONS

Environnement et Changement climatique Canada a adopté le régime d’intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d’intégrité et la [Politique d’inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l’approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d’inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d’une soumission ou de la passation d’un marché. / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.

* Informations obligatoires / Mandatory Information

*Dénomination complète de l’entreprise / Complete Legal Name of Company
*Nom commercial / Operating Name
*Adresse de l’entreprise / Company’s address
*Type d’entreprise / Type of Ownership
<p>¹Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d’approvisionnement.</p> <p>¹List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process.</p> <p><input type="checkbox"/> Individuel/Individual: Pour les propriétaires uniques, y compris les propriétaires uniques qui soumissionnent en tant que coentreprises, doivent fournir <u>une liste complète des noms de tous les propriétaires</u>. For sole proprietors, including sole proprietors bidding as joint ventures, must <u>provide a complete list of the names of all owners</u>.</p> <p>Corporation/Corporation</p> <p><input type="checkbox"/> Société publique/Publicly owned corporation: Pour les sociétés publiques, y compris les coentreprises, les fournisseurs doivent <u>fournir une liste des noms de tous les administrateurs actuels</u>. For public corporations, including joint ventures, suppliers must provide a <u>list of names of all current directors</u>.</p> <p><input type="checkbox"/> Société privée/Privatey owned corporation: Pour les sociétés privées, y compris les coentreprises, les fournisseurs doivent fournir <u>une liste des noms des propriétaires</u>. For private corporations, including joint ventures, suppliers must provide <u>a list of the owners’ names</u>.</p> <p><input type="checkbox"/> Coentreprise/Joint Venture: Pour les coentreprises, les fournisseurs doivent fournir <u>une liste complète des noms de tous les propriétaires</u>. For joint ventures, suppliers must provide <u>a complete list of the names of all owners</u>.</p> <p><input type="checkbox"/> Autre/Other : Les fournisseurs qui sont un partenariat n’ont pas besoin de fournir une liste de noms. Suppliers that are a partnership do not need to provide a list of names.</p>
<p>*¹Membres du conseil d’administration / Board of Directors, Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors</p> <p>(Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)</p>



Prénom/Nom First name/Last Name	Position (si applicable) / Position (if applicable)



ANNEX "F" – INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance

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



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

B. Medical Malpractice Liability Insurance

- 1. The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- 2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good Samaritan acts.



3. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
4. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

C. Additional Insurance

1. The Contractor is responsible for deciding if any additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



ANNEX “G” – NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____ I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between His Majesty the King in right of Canada, represented by the Minister of Environment and Climate Change Canada and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need-to-know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____.

Signature

Date



ANNEX “H” – PRIVACY OBLIGATIONS

1.0. Auditing Compliance

- (1) In the event Canada needs to conduct security audits, inspections and/or review any additional information (e.g., documentation, data protection description, data architecture and security descriptions) pursuant to Section 12.1 of the [Privacy Act](#), both Parties agree to negotiate a solution in good faith and consider both the rationale for Canada’s request and the Contractor’s processes and protocols.
- (2) Within 30 days of request from the Contracting Authority, the Contractor must engage a third party to conduct a privacy audit or provide evidence to confirm that it does not generate, collect, use, store or disclose any additional personal information as defined by Canada, other than Client data as defined by the Contractor and does not specifically have Personal Information in Support Data collected in logs (e.g., telemetry data such as email message headers and content).

2.0. Data Ownership and Privacy Requests

- (1) Client Data including all Personal Information (PI) will be used or otherwise processed only to provide the Services, including purposes compatible with providing the Services. The Contractor must not use or otherwise process Canada Data or derive information from it for any advertising or similar commercial purposes. As between the parties, the Client retains all right, title and interest in and to Client Data. The Contractor acquires no rights in Canada Data, other than the rights Client grants to the Contractor to provide the Solution to the Customer.
- (2) All data the Contractor stores, hosts or processes on behalf of Canada remains the property of Canada. When requested by the Contracting Authority, the Contractor must provide Personal Information records within five Federal Government Working Days (or seven Federal Government Working Days if it must be retrieved from offsite backup/replication) in a Word or Excel document.

3.0. Assist in Delivery of Canada’s Privacy Impact Assessment and Information Sharing

- (1) Upon request of the Technical Authority, the Contractor must support Canada in creating a privacy impact assessment in accordance with the Treasury Board Directive on Privacy Impact Assessment (<https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=18308>) by assisting the Canada with the supporting documentation including a foundational PIA for Canada provided by the Contractor. The Contractor agrees to provide this support within ten working days of a request or within a mutually agreed upon timeframe depending on the complexity of the request by the Canada.
- (2) Upon request of the Technical Authority, the Contractor must support Canada in creating and adhering to an information sharing agreement. The Contractor agrees to provide this support within ten working days of a request or within a mutually agreed upon timeframe depending on the complexity of the request by the Canada.

4.0. Privacy Breach

- (1) The Contractor must alert and promptly notify the Technical Authority (via phone and email) of any compromise, breach or of any evidence that leads the Contractor to reasonably believe that risk of compromise, or a breach, is or may be imminent, or if existing safeguards have ceased to function, over the following period (7 days x 24 hours x 365 days), and within the service level commitments detailed in Annex A.



- (2) If the Contractor becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Data or Personal Information while processed by the Contractor (each a “Security Incident”), the Contractor must promptly and without undue delay:
 - i. notify Canada of the Security Incident;
 - ii. investigate the Security Incident and provide Canada with detailed information about the Security Incident; and
 - iii. take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- (3) The Contractor must:
 - i. Maintain a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data; and
 - ii. Tracks, or enables Canada to track, disclosures of Canada Data, including what data has been disclosed, to whom, and at what time.

5.0. Foreign Supplier Contract Content

The following security requirements apply to the foreign recipient Contractor / Subcontractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering/performing the Solution, in addition to the Privacy and Security Requirements:

- (1) The foreign recipient Contractor / Subcontractor must not grant access to CANADA PROTECTED B/Personal information/assets, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the contract/subcontract;
 - b. Personnel have been subject to a Criminal Record Check, with favorable results, from a recognized governmental agency or private sector organization in the United Kingdom as well as a Background Verification, validated by the Canadian DSA;
 - c. The foreign recipient Contractor / Subcontractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
 - d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Contractor / Subcontractor for cause.
- (2) CANADA PROTECTED/Personal information/assets, provided to the foreign recipient Contractor/Subcontractor or produced by the Foreign recipient Contractor/Subcontractor, must:
 - a. not be disclosed to another government, person or firm, or representative thereof not directly related to the performance of the contract/subcontract, without the prior written consent of Canada. Such consent must be sought from its national DPA, the Contracting Authority (in collaboration with the Canadian DSA); and
 - b. not be used for any purpose other than for the performance of the contract/subcontract without the prior written approval Canada. This approval must be obtained by contacting its national DPA, the Contracting Authority (in collaboration with the Canadian DSA).
- (3) The foreign recipient Contractor / Subcontractor must, at all times during the performance of the contract/subcontract hold an equivalence to an approved Document Safeguarding



Capability (DSC) at the level of CANADA PROTECTED B. All CANADA PROTECTED/Personal information, furnished to the foreign recipient Contractor / Subcontractor or produced by the foreign recipient Contractor / Subcontractor, must also be safeguarded as follows:

- (4) The foreign recipient Contractor / Subcontractor acknowledges and agrees that its obligations to safeguard, manage, and protect all Personal Information under the contract / subcontract are in addition to any obligations it has under national privacy legislation of the country(ies) in which it is incorporated or operates.
- (5) The foreign recipient Contractor / Subcontractor MUST NOT remove CANADA PROTECTED/Personal information/assets from the identified work site(s), and the foreign recipient Contractor / Subcontractor must ensure that its personnel are made aware of and comply with this restriction.
- (6) The foreign recipient Contractor / Subcontractor must not use the CANADA PROTECTED/Personal information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
- (7) The foreign recipient Contractor / Subcontractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED/Personal information/ assets pursuant to this contract has been compromised.
- (8) The foreign recipient Contractor / Subcontractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED/Personal information/ assets accessed by the foreign recipient Contractor / Subcontractor, pursuant to this contract, have been lost or disclosed to unauthorized persons.
- (9) The foreign recipient Contractor / Subcontractor must not disclose CANADA PROTECTED/Personal information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
- (10) The foreign recipient Contractor / Subcontractor must provide the CANADA PROTECTED/Personal information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
- (11) Upon completion of the Work, the foreign recipient Contractor / Subcontractor must return to the Government of Canada, all CANADA PROTECTED/Personal information/assets furnished or produced pursuant to this contract/subcontract, including all CANADA PROTECTED information/ assets released to and/or produced by its subcontractors.
- (12) The foreign recipient Contractor / Subcontractor requiring access to CANADA PROTECTED/Personal information/assets or Canadian restricted sites, under this contract, must submit a Request for Site Access to the Departmental Security Officer of Environment and Climate Change Canada.
- (13) The foreign recipient Contractor / Subcontractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system



and transfer via an IT link any CANADA PROTECTED B/Personal information/assets until authorization to do so has been confirmed by the Canadian DSA.

- (14) The foreign recipient Contractor / Subcontractor must ensure that the appropriate security clauses, as determined by the Canadian DSA, are inserted in all subcontracts that involve access to CANADA PROTECTED/Personal information provided to or generated under this contract/ subcontract and must ensure that the conditions placed on a subcontractor are no less favorable to Canada than the conditions set out in these security requirements.
- (15) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
- (16) The foreign recipient Contractor / Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex D.
- (17) Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED/Personal information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

6.0. Protection and Security of Data Stored in Databases

1. The foreign recipient Contractor / Subcontractor must ensure that all the databases used by organizations to provide the services described in the proposed Solution containing any CANADA PROTECTED/Personal information, related to the Work, are located in Canada.
2. The foreign recipient Contractor / Subcontractor must control access to all databases on which any data relating to the contract / subcontract is stored so that only individuals with the appropriate security screening are able to access the database, either by using a password or other form of access control (such as biometric controls).
3. The foreign recipient Contractor / Subcontractor must ensure that all databases on which any data relating to the contract / subcontract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases.
4. The foreign recipient Contractor / Subcontractor must ensure that all data relating to the contract/subcontract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
5. The foreign recipient Contractor / Subcontractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
6. Despite any section of the General Conditions relating to subcontracting, the foreign recipient Contractor / subcontractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the contract/subcontract unless the Contracting Authority (in collaboration with the Canadian DSA) first consents in writing.

7.0. Personal Information



7.1. Interpretation

1. In the contract / subcontract, unless the context otherwise requires, “General Conditions” means the general conditions that form part of the contract / subcontract; “Personal Information” means information about an individual, including the types of information specifically described in the *Privacy Act*, R.S. 1985, c. P-21; “Record” means any hard copy document or any data in a machine-readable format containing Personal Information.
2. Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions.
3. If there is any inconsistency between the General Conditions and these Personal Information articles, these Personal Information articles prevail.

7.2. Ownership of Personal Information and Records

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

7.3. Use of Personal Information

The foreign recipient Contractor / Subcontractor agrees to create, collect, receive, manage, access, use, retain and dispose of the Personal Information and the Records only to perform the Work in accordance with the contract / subcontract.

7.4. Collection of Personal Information

1. If the foreign recipient Contractor / Subcontractor must collect Personal Information from a third party to perform the Work, the foreign recipient Contractor / Subcontractor must only collect Personal Information that is required to perform the Work. The foreign recipient Contractor / Subcontractor must collect the Personal Information from the individual to whom it relates and the foreign recipient Contractor / Subcontractor must inform that individual (at or before the time when it collects the Personal Information) of the following:
 - a. that the Personal Information is being collected on behalf of, and will be provided to, Canada;
 - b. the ways the Personal Information will be used;
 - c. that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
 - d. the consequences, if any, of refusing to provide the information;
 - e. that the individual has a right to access and correct his or her own Personal Information; and
 - f. that the Personal Information will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and also provide the individual with information about which government institution controls that personal information bank, if the Contracting Authority has provided this information to the foreign recipient Contractor / Subcontractor.
2. The foreign recipient Contractor/Subcontractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting



Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.

3. If requested by the Contracting Authority, the foreign recipient Contractor / Subcontractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The foreign recipient Contractor / Subcontractor must not begin using the form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.
4. At the time it requests Personal Information from any individual, if the foreign recipient Contractor / Subcontractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the foreign recipient Contractor / Subcontractor must ask the Contracting Security Authority for instructions.

7.4.1. Maintaining the Accuracy, Privacy and Integrity of Personal Information

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

- a. not use any personal identifiers (e.g. social insurance number) to link multiple databases containing Personal Information;
- b. segregate all Records from the foreign recipient Contractor's/Subcontractor's own information and records;
- c. restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- d. provide training to anyone to whom the foreign recipient Contractor / Subcontractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The foreign recipient Contractor / Subcontractor must provide this training before giving an individual access to any Personal Information and the foreign recipient Contractor / Subcontractor must keep a record of the training and make it available to the Contracting Authority if requested;
- e. if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the foreign recipient Contractor / Subcontractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy of the Personal Information;
- f. keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);
- g. include a notation on any Record(s) that an individual has requested be corrected if the foreign recipient Contractor / Subcontractor has decided not to make the correction for any reason. Whenever this occurs, the foreign recipient Contractor / Subcontractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the foreign recipient Contractor's/Subcontractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
- h. keep a record of the date and source of the last update to each Record;



- i. maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the foreign recipient Contractor / Subcontractor and Canada at any time; and
- j. secure and control access to any hard copy Records.

7.4.2. Safeguarding Personal Information

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

- a. store the Personal Information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;
- b. ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- c. not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Canadian DSA has first consented in writing;
- d. safeguard any database or computer system on which the Personal Information is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;
- e. maintain a secure back-up copy of all Records, updated at least weekly;
- f. implement any reasonable security or protection measures requested by Canada from time to time; and
- g. notify the Contracting Authority and the Canadian DSA immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

7.4.3. Appointment of Privacy Officer

The foreign recipient Contractor / Subcontractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The foreign recipient Contractor / Subcontractor must provide that person's name to the Contracting Authority and the Canadian DSA within ten (10) days of the award of the contract / subcontract.

7.4.4. Quarterly Reporting Obligations

Within 30 calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the foreign recipient Contractor / Subcontractor must submit the following to the Contracting Authority:

- a. a description of any new measures taken by the foreign recipient Contractor / Subcontractor to protect the Personal Information (for example, new software or access controls being used by the foreign recipient Contractor / Subcontractor);
- b. a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- c. details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the foreign recipient Contractor / Subcontractor; and
- d. a complete copy (in an electronic format agreed to by the Contracting Authority and the foreign recipient Contractor / Subcontractor) of all the Personal Information stored electronically by the foreign recipient Contractor / Subcontractor.

7.4.5. Disposing of Records and Returning Records to Canada



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

7.4.6. Legal Requirement to Disclose Personal Information

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

7.4.7. Complaints

Canada and the foreign recipient Contractor / Subcontractor each agree to notify the other immediately if a complaint is received under the Access to Information Act or the Privacy Act or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

7.4.8. Exception

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