



**RETURN BID TO:
RETOURNER LES SOUMISSIONS À:**

INNOVATION, SCIENCE AND ECONOMIC
DEVELOPMENT CANADA/INNOVATION
SCIENCES ET DEVELOPPMENT
ECONOMIQUE CANADA

mail to: [cmmbidreceiving-
receptiondesoffrescgm@ised-isde.gc.ca](mailto:cmmbidreceiving-receptiondesoffrescgm@ised-isde.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Innovation, Science and
Economic Development Canada**

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

**Proposition à: Innovation, sciences et
développement économique Canada**

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

Comments – Commentaires

**This document contains a Security
Requirement**

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

Issuing Office – Bureau de distribution

Innovation, Science and Economic
Development Canada / Innovation, sciences et
développement économique Canada
Chief Information Office/Bureau principal de
l'information
235 Queen, Ottawa, Ontario
K1A 0H5

Title – Titre Expert analysis on the Canadian and global life sciences sector, including biomanufacturing and medical countermeasures (MCM) development and production sub-sectors, and related trends.	
Solicitation No. – N° de l'invitation ISED209760	Date June 17th, 2024
Client Reference No. – N° de référence du client	
File No. – N° du dossier ISED209760	CCC No. / N° CCC - FMS No. /N° VME
Solicitation Closes – L'invitation prend fin at – à : 2 :00 p.m. on – le : July 17th, 2024	Time Zone Fuseau horaire Eastern Daylight Savings Time (EDT)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Davis Opie	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 613-324-9165	E-mail – courriel cmmbidreceiving- receptiondesoffrescgm@ised- isde.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

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



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1. Solicitation of Offers.

1.1. Introduction. Canada requests offers from Offerors to meet its requirements. For the convenience of Offerors, a brief description is set out below with detailed requirements in subsequent sections of this solicitation of offers. If interested and able to meet these requirements, Canada appreciates and welcomes an offer.

1.2. Offers. Canada is seeking offers from Offerors to provide expert analysis on the Canadian and global life sciences sector, including biomanufacturing and medical countermeasures (MCM) development and production sub-sectors, and related trends to Innovation, Science and Economic Development Canada (ISED).

1.3. Term. The period of the Contract is from date of Contract to March 31, 2025, inclusive. Canada reserves the right to extend the contract by two (2) one-year irrevocable options periods from April 1, 2025 to March 31, 2026 and April 1, 2026 and March 31, 2027.

1.4. Disclosure of Greenhouse Gas Emissions and Setting of Reduction Targets. Canada is committed to achieving net-zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitation of offers may include the following:

- a. Evaluation criteria or other instructions in the solicitation of offers or contract documents related to measuring and disclosing your company's GHG emissions;
- b. Requested or required to join one of the following initiatives in order to submit an offer or if awarded a contract:
 - i. Canada's Net-Zero Challenge
 - ii. the United Nations Race to Zero
 - iii. the Science-based Targets Initiative
 - iv. the Carbon Disclosure Project
 - v. the International Organization for Standardization;
- c. Required to provide other evidence of your company's commitment and actions toward meeting net-zero targets by 2050.

2. Offer Requirements.

2.1. Security Requirements.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, and obtain approved Document Safeguarding Capability at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its facilities to process, produce, or store CLASSIFIED/PROTECTED information or assets until the CSP, PWGSC has issued written approval
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store any sensitive CLASSIFIED/PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.



5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex I;
 - (b) *Contract Security Manual* (Latest Edition).

3. Offeror Requirements.

3.1. Offeror Responsibilities. Each Offeror should:

- a. obtain any clarification it considers necessary of the solicitation of offers requirements before submitting an offer;
- b. prepare its offer in accordance with the solicitation of offers instructions;
- c. submit a complete offer by the closing date and time as per the instructions noted in section titled "Offer Submission";
- d. provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will enable Canada to complete its evaluation based on the solicitation of offers criteria, and
- e. comply with all other requirements of this solicitation of offers.

3.2. Legal Capacity. The offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership (if Common Law) or a general partnership (if Civil Law), or a corporate body, the Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to offerors submitting an offer as a joint venture.

3.3. Compliance with Code of Conduct. The Offeror must comply with Canada's [Code of Conduct for Procurement](#).

3.4. Ineligibility and Suspension Policy.

- a. The Ineligibility and Suspension Policy (the "Policy") in effect on the date the solicitation of offers is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the solicitation of offers. The Offeror must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
- b. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- c. In addition to all other information required in the solicitation of offers, the Offeror must provide the following:
 - i. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - ii. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of



foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

- d. Subject to subsection e, by submitting an offer in response to this solicitation of offers, the Offeror certifies that:
 - i. it has read and understands the [Ineligibility and Suspension Policy](#);
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its offer a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - v. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- e. Where an Offeror is unable to provide any of the certifications required by subsection d, it must submit with its offer a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- f. Canada will declare non-compliant any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification or declaration.

3.5. Conflict of Interest.

- a. **Right to Reject.** Canada may reject an offer if the Offeror, any of its subcontractors, or any of their respective employees or former employees
 - i. was involved in any manner in the preparation of the solicitation of offers or in any situation of conflict of interest or appearance of a conflict of interest, or
 - ii. had access to information related to the solicitation of offers that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- b. **Experience Not an Unfair Advantage.** Canada will not consider any experience any Offeror has acquired by providing the goods and/or services described in the solicitation of offers (or similar goods and/or services), in itself, as conferring an unfair advantage or creating a conflict of interest.
- c. **Notification of Rejection.** If Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations.

4. Offer Submission.



4.1. Offer Receipt. Subject to provisions for delayed offers, Canada will consider only offers submitted to the place specified below by the date and time indicated on page 1 of the solicitation of offer:
cmmbidreceiving-receptiondesoffrescgm@ised-isde.gc.ca

4.2. Offer Sections. Offerors are requested to submit their offers separated into the following sections:
Section I: Technical Offer;
Section II: Financial Offer;
Section III: Offer Submission Form and Offeror Declaration Form.

4.3. Offer Submission Method Restrictions. Canada will not accept offers submitted in any other manner.

4.4. Offer Submission Requirements.

- a. **Authority.** Each Offeror (and each member of a Joint Venture submitting an offer) must (i) have legal capacity to contract and (ii) sign the offer by an authorized representative of the Offeror. If a Joint Venture Offeror submits an offer, the Joint Venture will be required to identify its representative chosen to act on behalf of the Joint Venture (if the Offeror has not done so in the offer, Canada will provide it a deadline to do so).
- b. **Procurement Business Number.** Each Offeror (and each member of a Joint Venture submitting an offer) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#).
- c. **Offer Identification.** Each Offeror must ensure that its name, its return address, the solicitation of offers number, and the solicitation of offers closing date and time are clearly visible in the subject line of their submission email
- d. **Validity of Offers.** Offers will remain open for acceptance for a period of not less than 90 calendar days from solicitation of offers closing date, unless specified otherwise in the solicitation of offers. Canada reserves the right to seek an extension of the offer validity period from all compliant Offerors in writing, at least three calendar days before the end of the offer validity period. If all compliant Offerors agree to extend their offers, Canada will continue with the evaluation of the offers. If not all compliant Offerors extend their offers, Canada, at its sole discretion, will either continue with the evaluation of the offers of those who have accepted the extension or cancel the solicitation of offers.
- e. **Offer Language.** Offerors may submit their documents and supporting information in either English or French.
- f. **Offer Become Property of Canada.** Offers received on or before the solicitation of offers closing date and time will become the property of Canada and Canada will not return them to Offerors. Canada will treat all offers as confidential, subject to the provisions of the [Access to Information Act](#) and the [Privacy Act](#).
- g. **No Assignment of Offers.** An offer cannot be assigned or transferred in whole or in part.

4.5. Technical Difficulties of Offer Transmission. Despite anything to the contrary in this solicitation of offers, where an Offeror has commenced transmission of its offer through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the solicitation of offers closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Offer by the deadline, Canada may nonetheless accept the entirety of the Offer received after the solicitation of offers closing date and time, provided that the Offeror can demonstrate the following:

- a. The offeror contacted Canada in advance of the solicitation of offers closing date and time to attempt to resolve its technical difficulties; OR



- b. The electronic properties of the Offer documentation clearly indicate that all components of the Offer were prepared in advance of the solicitation of offers closing date and time.

4.6. Completeness of the Offer. After the closing date and time of this solicitation of offers, Canada will examine the Offer to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the offer can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Offer meets any standard or is compliant to all solicitation of offers requirements, but will be solely limited to assessing completeness. Canada will provide the Offeror with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice. The offer will be reviewed and deemed to be complete when the following elements have been submitted by the offeror:

- a. certifications or securities required at offer closing are included;
- b. offers are properly signed, that the offeror is properly identified;
- c. acceptance of the terms and conditions of the solicitation of offers and resulting contract;
- d. that all documents (including certifications, declarations and proofs) created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

4.7. Provision of Documentation. Canada will make available Notices of Proposed Procurement, solicitation of offers, and related documents for download through the Government Electronic Tendering Service. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third Parties. Canada will not notify Offerors if it amends a Notice of Proposed Procurement, a solicitation of offers, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Offerors are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third Party.

4.8. Offer Costs. The Offeror is solely responsible for all costs associated with preparing and submitting its offer, as well as any costs it incurs in the evaluation of its offer.

4.9. Applicable Laws. Any Contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in a Canadian province or territory. Offerors may insert the Canadian province or territory of their choice in the Offer Submission Form. If the Offeror does not include this information in the Offer Submission Form, the applicable laws will be those of Ontario.

4.10. Entire Requirement. The solicitation of offers documents contain all the requirements relating to the solicitation of offers; no other information or documentation is relevant. Offerors should not assume that practices used under previous solicitations of offers or contracts will continue or that the Offeror's existing capabilities meet the requirements of the solicitation of offers simply because they have met previous requirements.

5. Communications.

5.1. Communications During Solicitation of Offers Period. To ensure the integrity of the competitive process, the Offeror must direct all questions and other communications regarding the solicitation of offers only to the Contracting Authority identified in the solicitation of offers. Failure to comply may result in Canada rejecting the offer.



- a. **Period for Questions.** Offerors should submit all questions in writing no later than five (5) business days before the offer closing date. Canada may not respond to questions submitted after this.
- b. **Detail of Questions.** Offerors must accurately reference the numbered item of the solicitation of offers to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.
- c. **Proprietary Questions.** For any technical questions containing proprietary information, Offerors must clearly mark those questions as "proprietary". Canada will treat such questions as proprietary except where Canada determines that the question is not of a proprietary nature. Canada may edit the question(s) or may request that the Offeror revise the question(s) to eliminate the proprietary nature of the question(s) and Canada can provide the answer to all Offerors. Canada may not answer questions that are not in a form it can distribute to all Offerors.

5.2. Offer Debriefings. Offerors may request a debriefing on the results of the solicitation of offers process. Offerors should make such a request to the Contracting Authority within 15 business days from its receipt of the results of the solicitation of offers process. Canada may provide the debriefing in writing, by telephone, or in person.

5.3. Offer Challenge and Recourse Mechanisms.

- a. **Challenges to Procurement Process.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. **Offer Challenge and Recourse Mechanisms.** Canada encourages suppliers to bring their concerns first 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:
 - i. Office of the Procurement Ombudsman (OPO)
 - ii. Canadian International Trade Tribunal (CITT)
- c. **Deadlines for Filing Complaints.** There are strict deadlines for filing complaints; the time periods vary depending on the particular complaint body. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

6. Technical Proposal and Forms.

6.1. Technical Offer Contents.

- a. **Requirements.** Offerors should:
 - i. demonstrate their understanding of the requirements contained in the solicitation of offers;
 - ii. concisely explain how they will meet these requirements; and
 - iii. address the points that are subject to the evaluation criteria against which the Offer will be evaluated. Simply repeating a statement contained in the solicitation of offers is not sufficient.
- b. **Organization.** Offerors should address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, an Offeror may refer to different sections of its offer by identifying where it has already addressed the subject topic, by identifying the specific paragraph and page.

6.2. Offer Submission Form. Each Offeror is required to include the Offer Submission Form (Annex C - Offer Submission Form) with their offers. If Canada determines that the information required by the



Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

6.3. Offeror Declaration Form. Each Offeror is required to include the Offeror Declaration Form (Annex D - Offeror Declaration Form) in which it certifies to Canada all the information required by the Offeror Declaration. If Canada determines that the information required by the Offeror Declaration Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

7. Financial Proposal.

7.1. Financial Proposal. Offerors must submit their financial offer in accordance with the Pricing Schedule detailed in Annex G: Basis of Payment.

7.2. Exchange Rate Fluctuation. Canada is not offering exchange rate fluctuation risk mitigation for this solicitation of offer. Canada will declare any offer non-compliant if there is any indication that offer is conditional on exchange rate fluctuation protection.

8. Technical Evaluation.

Mandatory Technical Criteria. Canada will review each offer for compliance with the mandatory technical criteria of the solicitation of offers. Any element of the technical criteria identified specifically with the words “must” or “mandatory” is a mandatory requirement. The mandatory technical criteria are:

Mandatory Technical Criteria (MT) For the purpose of the mandatory technical criteria specified below, the experience of the Offeror and its subcontractors, affiliates and suppliers will be considered.		
No.	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	Company / Firm Experience The Offeror must demonstrate specialization in biomanufacturing ¹ , life sciences ² and medical countermeasures ³ (MCMs), including at least 10 years of expertise and experience in directly following, analyzing, and working with the life sciences industry, and in generating analytical reports, economic analysis, assessments, forecasts, and related documents pertaining to the life sciences and biomanufacturing	

¹ The process of using living systems, particularly microorganisms and cell cultures, to produce biological molecules and materials related to commercialization of biopharmaceutical and related products (such as diagnostics) at scale.

² The study of living organisms and life processes involving cells and their components and processes in the context of developing and manufacturing biopharmaceuticals and related products (such as medical devices). Biology, medicine, botany, zoology, microbiology, biochemistry are the most obvious examples.

³ Medical countermeasures (MCMs) are medicines and medical supplies that can be used to diagnose, prevent, or treat diseases related to chemical, biological, radiological, or nuclear (CBRN) threats. MCMs can include biologic products – vaccines, blood products, antibodies, drugs – antimicrobial or antiviral drugs.



	<p>industry. Within these, the Offeror must demonstrate familiarity with both the global life sciences sector, as well as with the Canadian life sciences sector. For each identified experience, they must identify the following:</p> <ul style="list-style-type: none"> - Three (3) projects in the last 10 years in which work was done; - The clients for whom the work was done and their contact information; - How the work demonstrates the expertise required in the Statement of Work. <p><i>**Projects submitted as examples can be used for multiple MTs.**</i></p>	
<p>MT2</p>	<p>Company / Firm Experience</p> <p>The Offeror must detail experience they have had developing and managing analysis of the sectors responsible for the development and production of technologies and products within the life sciences sector, including biologics, MCMs, raw materials, equipment and all supply chain components necessary across the value chain, both domestically and internationally in a minimum of three (3) projects over the last five (5) years.</p>	
<p>MT3</p>	<p>Company / Firm Experience</p> <p>The Offeror must detail the experience they have had providing in-depth analysis on life sciences ecosystem trends and developments spanning research systems, the talent pipeline, companies and industry, clinical trials, governments, the regulatory system, and beyond. This could include, but may not be limited to, corporate performance of companies in the sector, areas of strategic advantage for Canada, assessments of Canadian assets and capabilities, actions being pursued by other governments (strategies, governance approaches, investments, etc.), as well as expert analysis of complex manufacturing supply chains and production practices, and research activities and strengths in the life sciences, both in Canada and abroad.</p> <p>Minimum of three (3) projects over the last five (5) years.</p>	
<p>MT4</p>	<p>Company / Firm Experience</p> <p>The Offeror must detail experience they have had completing analysis of a technical nature related to the life sciences sector and public health requirements, such as detailed, technical assessments related to manufacturing processes and equipment, manufacturing inputs (including biological and</p>	



	<p>chemical inputs), strategic tradeables, high potential and emerging research, and beyond, relating to both domestic (Canadian) and international activities.</p> <p>Minimum of three (3) projects over the last five (5) years.</p>	
<p>MT5</p>	<p>Scientific Experts/Team Leads</p> <p>The Offeror must provide two (2) Team Leads who possess the following expertise:</p> <ol style="list-style-type: none"> 1. At least one (1) expert in the Biomanufacturing and Life Sciences field with a minimum of 15 years experience providing strategic and technical advice in Biomanufacturing and/or pharmaceuticals. This expert's CV must clearly demonstrate having a minimum Master's level education in one of the following fields: <ol style="list-style-type: none"> a. Immunology b. Medical Sciences c. Molecular Biology d. Microbiology e. Biochemistry f. Pharmaceutical Sciences g. Biotechnology h. Bioengineering i. Or equivalent, to be demonstrated through professional experience, degree equivalency, or other <p>The Offeror must submit two project reports authored or co-authored by the proposed resource within the last 5 years that demonstrate their expertise.</p> <ol style="list-style-type: none"> 2. At least one (1) expert with depth of experience in commerce, economics, and investment analysis with strong knowledge of supply chain management with a minimum of 15 years experience providing strategic and technical advice in their field. This expert's CV must clearly demonstrate having a minimum Master's level education in one of the following fields <ul style="list-style-type: none"> • Commerce • Economics • Supply Chain Management • Business Administration 	



	<p>Offeror must submit two project reports authored or co-authored by the proposed resource within the last 5 years that demonstrate their expertise.</p>	
MT6	<p>Project Staff</p> <p>Offeror must have on staff at least six (6) qualified resources to support the project managers described above. These resources must possess the expertise required to support the project managers in delivering tasks within the areas described in the SOW as the need requires.</p> <p>The Offeror must submit CVs for these resources which need to clearly demonstrate individual knowledge and experience in research and analysis in one or more of the following fields and collectively cover at least eight (8) out of the twelve (12) disciplines below:</p> <ul style="list-style-type: none">• Immunology• Medical Sciences• Molecular Biology• Microbiology• Biochemistry• Pharmaceutical Sciences• Biotechnology• Bioengineering• Commerce• Economics• Supply Chain Management• Business Administration <p><i>**Resources who cover multiple disciplines should be clearly identified in bid submission.**</i></p>	



9. Financial Evaluation.

9.1. Financial Evaluation Criteria.

This table will be used for Evaluation purposes.

(Average cost taken from rates provided in Tables in Annex G - Item 1 + 2 + 3 = Total Price)

Average cost of per diem rates for all resources for Initial <i>Contract Period:</i> <i>Contract award to March 31, 2025</i> <i>(Table A)</i>	Average cost of per diem rates for all resources for Option <i>Period 1: April 1, 2025 to March 31, 2026</i> <i>(Table B)</i>	Average cost of per diem rates for all resources for Option <i>Period 2: April 1, 2026 to March 31, 2027</i> <i>(Table C)</i>	Combined cost of all periods (taxes not included) (A + B + C = D)
\$	\$	\$	\$

9.2. Mandatory Financial Criteria

Mandatory Financial Criteria (MF)	
Number	Mandatory Financial Criteria
MF1	The total price of the subsequent contract will not exceed a budget of \$800,000.00 (HST Applicable). This includes the Initial Contract Period and the two (2) Option Periods. All applicable taxes are extra.

9.3. Evaluation of Price. Canada will evaluate all offers in Canadian dollars, Applicable Taxes excluded, delivery, and Canadian customs duties and excise taxes included.

9.4. Price Justification. If an offer is the sole compliant offer received, the Offeror must provide, on Canada's request, one or more of the following:

- a. a current published price list indicating the percentage discount available to Canada;
- b. a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers;
- c. a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit;
- d. price or rate certifications; and
- e. any other supporting documentation that Canada may request.

10. Evaluation Procedures.

10.1. Assessment. Canada will assess offers in accordance with the entire requirement of the solicitation of offers including the Technical and Financial evaluation criteria. Canada will declare any offer that fails to meet all mandatory solicitation requirements non-compliant.

10.2. Conduct of Evaluation.



- a. **Support for Offer Requirements.** Canada may request information to support any offer requirement. The Offeror must address each requirement in sufficient depth to permit a complete analysis and assessment. In particular, Canada may, by written notice,
 - i. seek clarification or verification as to any information provided,
 - ii. contact any references to verify any information it submitted,
 - iii. request information about the Offeror's legal status,
 - iv. conduct a survey of the Offeror's facilities,
 - v. examine the Offeror's its technical, managerial, and financial capabilities,
 - vi. correct any error in
 - 1. the extended pricing of offers by using unit pricing, or
 - 2. the quantities in offers to reflect the quantities stated in the solicitation of offers (and, in the case of error in the extension of prices, the unit price will govern),
 - vii. verify any information the Offeror provided, or
 - viii. interview, at the Offeror's sole cost, the Offeror, any resources it proposes to fulfill the solicitation of offers requirements or both.
- b. **Compliance.** The Offeror must comply with any such request within the time specified in Canada's request. Failure to comply will render the offer non-compliant.

10.3. Evaluation Based on Documents Provided. Unless otherwise specified in this solicitation of offers, Canada will evaluate only the documentation provided with the offer. Canada will not consider information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.

10.4. Evaluation Team. An evaluation team composed of representatives of Canada will evaluate the offers.

10.5. Rights of Canada. Canada may:

- a. reject any or all offers in response to the solicitation of offers;
- b. enter into negotiations with Offerors on any or all aspects of their offers;
- c. accept any offer in whole or in part without negotiations;
- d. cancel the solicitation at any time;
- e. reissue the solicitation;
- f. if no compliant offers are received and the requirement is not substantially modified, reissue the solicitation of offers by inviting only the Offerors who submitted an offer to resubmit within a period designated by Canada; or
- g. negotiate with the sole compliant Offeror to ensure the best value to Canada.

10.6. Rejection of Offer. Canada may reject an offer where:

- a. **Bankruptcy.** The Offeror is bankrupt or its activities are inoperable for an extended period;
- b. **Improper Conduct.** The Offeror or an employee or subcontractor included as part of the offer:
 - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders them ineligible to offer on the requirement;
 - ii. based on evidence satisfactory to Canada, has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
 - iii. based on evidence satisfactory to Canada, has conducted themselves improperly in the past;



- c. **Suspension or Termination.** The Offeror or an employee or subcontractor included as part of the offer has been suspended or terminated by Canada for default under a contract with Canada;
- d. **Poor Performance.** In Canada's opinion, the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement;
- e. **Not Good Value.** In Canada's opinion, it does not offer good value to Canada;
- f. **Prejudicing Integrity or Fairness - Multiple Offers from Single Offeror or Joint Venture.** Canada may apply additional scrutiny when it receives multiple offers in response to a solicitation of offers from a single Offeror or a Joint Venture. Canada may reject any offer submitted by a single Offeror or Joint Venture if their inclusion
 - i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
 - ii. in the procurement process would distort the solicitation of offers evaluation or would not provide good value to Canada.
- g. **Ability to Make Representations.** If Canada intends to reject an offer under (c) or (d), the Contracting Authority will inform the Offeror and give the Offeror ten calendar days within which to make representations, before making a final decision on the offer rejection.

11. Basis of Selection.

11.1. Highest Combined Rating of Technical Merit and Price.

1. For Canada to declare an offer compliant, the offer must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 59.5 (70%) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 85 points
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% 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 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

		Offeror 1	Offeror 2	Offeror 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20.00$
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd



RESULTING CONTRACT CLAUSES

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

1. Summary.

1.1. Contract Summary. The Contract is for expert analysis on the Canadian and global life sciences sector, including biomanufacturing and medical countermeasures (MCM) development and production sub-sectors, and related trends, as described in the Statement of Work in Annex F.

2. Performance of Work.

2.1. Security Requirement.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, and obtain approved Document Safeguarding Capability at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its facilities to process, produce, or store CLASSIFIED/PROTECTED information or assets until the CSP, PWGSC has issued written approval
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store any sensitive CLASSIFIED/PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex I;
 - (b) *Contract Security Manual* (Latest Edition).

2.2. Conduct of the Work.

- a. **Performance.** Subject to section "Suspension of the Work", the Contractor agrees to fulfill all obligations in full compliance with the requirements and Specifications of the Contract, regardless of any potential dispute with Canada. The Contractor must:
 - i. perform the Work diligently and efficiently;
 - ii. except for Government Property, supply everything necessary to perform the Work;
 - iii. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - iv. select and employ a sufficient number of qualified people; and
 - v. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract.
- b. **Responsibilities.** The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.



- c. **The Contractor represents and warrants** that it and all its resources and subcontractors:
 - i. are competent to perform the Work;
 - ii. have everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials;
 - iii. have the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work; and
 - iv. will maintain any credentials, accreditations, licenses and certifications necessary to perform the Work throughout the duration of the Contract.
- d. **Reports.** The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.

2.3. Access to Facilities and Equipment.

- a. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it.
- b. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work.
- c. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Contractor is performing the Work .
- d. The Contractor must only use Canada's facilities and equipment for the performance of the Contract.

2.4. Personnel.

- a. **Personnel.** The Contractor's personnel identified in the Contract to perform the Work must be competent and suitable for performing the Work and conduct themselves properly.
- b. **Replacement of Personnel.** The Contractor must provide the services of the individuals identified in the Contract unless the Contractor is unable to do so for reasons beyond its control. If the Contractor is unable to provide the services of any personnel identified in the Contract, the Contractor must provide written notice to Canada of the intended replacement with similar qualifications and experience. The Contractor's written notice must include (i) the reason for the replacement, (ii) the name and qualifications of the replacement individual, and (iii) proof that the proposed replacement has the required security clearance from Canada. Any proposed replacements of personnel are subject to Canada's acceptance.
- c. **Replacements at Canada's Request.** The Contracting Authority may order that an individual acting as a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and arrange for a further replacement in accordance with the terms of "Replacement of Personnel" above. The fact that the Contracting Authority does not order that an individual identified in the Contract or a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2.5. Subcontracts.

- a. **Subcontracting Requirements.** The Contractor may subcontract the performance of the Work, provided:
 - i. the Contractor obtains the Contracting Authority's prior written consent;
 - ii. any subcontractor is bound by conditions compatible with the terms of the Contract and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor; and



- iii. the Contractor remains liable to Canada for all the Work performed by the subcontractor.
- b. Cases Where Consent for Subcontracting Not Required.** The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - i. purchase "off-the-shelf" items and any standard articles and materials ordinarily produced by manufacturers in the normal course of business;
 - ii. subcontract any incidental services that would ordinarily be subcontracted in performing the Work;
 - iii. subcontract any portion of the Work as is customary in the carrying out of similar Contracts, up to a total value of 40 percent of the Contract Price; and
 - iv. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (b)i), (b)ii), and (b)iii).
- c. Contractor Responsibilities.** Notwithstanding any subcontracting that is subject to Canada's consent, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

2.6. Specifications.

- a. Canada owns all Specifications it provides the Contractor and the Contractor must only use them to perform the Work.
- b. If Canada approves Specifications furnished by the Contractor, that approval will not relieve the Contractor if its responsibility to meet all requirements of the Contract.

3. Term of the Contract.

3.1. Contract Period. The period of the Contract is from date of Contract to March 31, 2025, inclusive. Canada reserves the right to extend the contract by two (2) one-year irrevocable options periods from April 1, 2025 to March 31, 2026 and April 1, 2026 and March 31, 2027.

4. Inspection and Acceptance.

4.1. Inspection, Rejection and Cure.

- a. **Canada's Rights.** All the Work is subject to inspection and acceptance by Canada.
 - i. **Inspection and Acceptance.** Canada has the right to inspect and accept all Work. Canada's inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract.
 - ii. **Rejection and Cure.** If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional cost.
- b. Contractor's Obligations.**
 - i. **Access to Locations.** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit.
 - ii. **Assistance.** The Contractor must provide all assistance and facilities, test pieces, samples, and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.



iii. Contractor Inspection. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada.

iv. Inspection Records. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

5. Basis of Payment.

5.1. Basis of Payment – Firm Unit Price. In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex F, Statement of Work for a cost of \$ **(to be completed at contract award)**. Customs duties are excluded and Applicable Taxes are extra.

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

6. Fees.

6.1. Limitation of Expenditure.

a. Total Expense. Canada's total liability to the Contractor under the Contract must not exceed \$ **(to be completed at contract award)**. Customs duties are excluded and Applicable Taxes are extra.

b. Modifications. 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% committed, or

ii. four 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.

c. Estimates. 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. Payments.

7.1. Invoices.

a. Invoice Submission. The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.

b. Invoice Details. Invoices must show:

i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, contract number, Client Reference Number, Procurement Business Number, and financial code(s);



- ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - iii. the extension of the totals;
 - iv. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. The Contractor must identify on all invoices all items that are zero-rated, exempt or to which Applicable Taxes do not apply.
- c. **Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. **Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. **Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

7.2. Invoicing Instructions.

- a. **Invoice Submission.** The Contractor cannot submit any invoices until all Work identified in the invoice is completed.
- b. **Invoice Support.** The Contractor must support each invoice with
- i. a copy of time sheets to support the time claimed,
 - ii. a copy of the release document and any other required documents,
 - iii. a copy of the invoices, receipts, and vouchers for all direct expenses, and all travel and living expenses, and
 - iv. a copy of the monthly progress report.
- c. **Invoice Distribution.** The Contractor must forward:
- i. the invoice to the following address for certification and payment:
(to be completed at contract award)
 - ii. one copy to the Contracting Authority.

7.3. Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

7.4. Late Payments.

- a. **Interest on Late Payments.** Canada will pay the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest payable.
- b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on Overdue advance payments.

7.5. Electronic Payment of Invoices. The Contractor accepts that Canada will use the following electronic payment instruments:

- a. Direct Deposit (Domestic and International),



- b. Electronic Data Interchange (EDI),
- c. Wire Transfer (International Only)
- d. Large Value Transfer System (LVTS) (Over \$25M)

7.6. Right to Set-Off. When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

7.7. Taxes.

- a. Federal government departments and agencies are required to pay Applicable Taxes.
- b. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- c. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between offer submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before offer submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- e. Tax Withholding of 15 Percent – Canada Revenue Agency.
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

8. Method of Payment.

8.1. 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 performed has been accepted by Canada.

9. Ownership and Risk of Loss.

9.1. Ownership.

- a. **Transfer of Ownership to Canada.** Unless provided otherwise, the Work or any part of the Work belongs to Canada after acceptance by or on behalf of Canada.
- b. **Partial Payments.** However, if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.



9.2. Risk of Loss. Despite any transfer of ownership, the Contractor is responsible for any loss or damage the Contractor or its subcontractor causes to the Work or any part of the Work in accordance with the Contract.

9.3. Title. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

10. Government Property.

10.1. Care of Property. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

10.2. Use of Property. The Contractor must use all Government Property solely for the purpose of the Contract and all Government Property remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.

10.3. Return of Property. The Contractor must return all Government Property, unless the Contractor installs or incorporates it in the Work. All scrap and all waste materials, articles or things that are Government Property must, remain the property of Canada and must be disposed of only as directed by Canada.

10.4. Inventory of Property. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide Canada an inventory of all Government Property relating to the Contract.

11. Copyright.

11.1. Copyright. In this section, "Material" means anything the Contractor creates as part of the Work under the Contract or that the Contractor is to deliver under the Contract to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

- a. **Copyright in Material.** Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).
- b. **No Use of Material.** The Contractor must not use, copy, divulge, or publish any Material except as is necessary to perform the Contract.
- c. **Moral Rights.** The Contractor must provide Canada, at its request, with a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. The Contractor permanently waives its moral rights in any Material of which it is the author.

12. Use and Translation of Written Material.

12.1. Translation of documentation. The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under the section entitled Copyright. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees



that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Confidentiality.

13.1. Confidentiality Obligations.

- a. **Contractor's Obligations.** The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work. This includes any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform a subcontract as long as the subcontractor agrees to keep the information confidential and the subcontractor only uses the information to perform a subcontract.
- b. **Canada's Obligations.** Subject to the [Access to Information Act](#) and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

13.2. Use Solely for the Purpose. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be.

13.3. Return of Information. The Contractor must deliver to Canada any such information, together with every copy, draft, working paper, and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.

13.4. Non-Confidential Information. The obligations of the Parties set out in this section do not apply to any information if the information:

- a. is publicly available from a source other than the other Party; or
- b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
- c. is developed by a Party without the use of the information of the other Party.

13.5. Marking. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of [**NAME OF CONTRACTOR**], permitted Government uses defined under Public Works and Government Services (PWGSC) Contract ID [**CONTRACT ID**]. Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

14. Data Protection and Privacy.

14.1. Protected Information.

- a. **Standard of Care.** If the Contract, the Work, or any confidential information is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, or NATO RESTRICTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including



those set out in the PWGSC Contract Security Manual and its supplements and any other instructions issued by Canada.

- b. **Inspection.** If the Contract, the Work, or any information is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, or NATO RESTRICTED by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the Contract Period. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

15. Access to Information.

15.1. Access to Information. Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

16. Accounts and Audit.

16.1. Accounts and Records.

- a. **Requirement to Keep Records.** The Contractor must maintain complete and accurate records of the estimated and actual cost of the Work, to enable Canada to determine whether the Contractor has performed the Work, the price charged for the Work is in accordance with the Contract terms and Canada has achieved best value.
- b. **Types of Records.** Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. The Contractor can only use copies if originals are unavailable due to unusual circumstances, such as fire, flood or theft.
- c. **Accounting System.** The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.
- d. **Availability of Records.** The Contractor must make these records available on request, for examination by Canada, or by Canada's representatives during normal business hours at the Contractor's office or place of business. If no such location is available, then the Contractor must make financial records, with the supporting or underlying documents and records, available for examination at a time and location that is convenient for Canada.
- e. **Retention of Records.** The Contractor must maintain such records, and Canada and its authorized representatives may examine such records, at all times during the period of this Contract and until the later of seven years after final payment and the settlement of all outstanding claims and disputes. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.



- f. **Review by Canada.** Canada and its authorized representatives may examine, and make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.
- g. **Full Compliance.** The Contractor must ensure that all subcontractors and affiliates comply with the requirements of this clause.

16.2. Time Records. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

17. Insurance.

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

18. Certifications and Additional Information.

18.1. Compliance with Certifications. Unless specified otherwise, the Contractor will be in default if it does not continuously comply with the certifications it provided in its offer or before contract award or if the Contractor does not provide evidence about its compliance when requested by the Contracting Authority. Canada may verify the Contractor's certifications throughout the Contract Period.

18.2. Compliance with Laws. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

18.3. Compliance with Code of Conduct. The Contractor must comply with the [Code of Conduct for Procurement](#).

18.4. Contingency Fees. The Contractor certifies and agrees that it has not paid and will not pay, directly or indirectly, any contingency fee for the solicitation, negotiation or obtaining of the Contract to any person (including, without limitation any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#)), other than an employee of the Contractor acting in the normal course of the employee's duties. In this section:

- a. contingency fee means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and
- b. "person" included any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) 1985, c. 44 (4th Supplement).

18.5. No Bribe. The Contractor certifies that it has not and will not offer, promise, give or pay any bribe, gift, benefit, or other inducement directly or indirectly to any official or employee of Canada or to any member of their family, in order to influence the issuance or administration of the Contract.

18.6. No Influence; No Financial Interest. The Contractor must not influence, seek to influence, or otherwise take part in any decision of Canada that might further the Contractor's own interests. The Contractor must have no financial interest in the business of any third party that causes or would appear to cause a conflict of interest in connection with the performance of the Work. The Contractor must immediately declare any such financial interest to the Contracting Authority.



18.7. No Conflict. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in its performance of the Contract. If the Contractor becomes aware of any matter that causes or is likely to cause such a conflict, the Contractor must immediately disclose it to the Contracting Authority. If the Contracting Authority is of the reasonable opinion that such a conflict exists, it may either (i) require the Contractor to take steps to deal with the conflict or (ii) terminate the Contract for default. In this section, “conflict” means any matter, circumstance, interest, or activity affecting the Contractor, its personnel, or its subcontractors, that may impair or may appear to impair its ability to perform the Work diligently and independently.

18.8. Ethics Codes for Public Service. The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct or indirect benefit from the Contract.

18.9. Integrity Provisions. The Contract incorporates the *Ineligibility and Suspension Policy* and all related Directives incorporated by reference into the solicitation of offers on its closing date, and form a binding part of the Contract. The Contractor must comply with the provisions of the *Ineligibility and Suspension Policy* and Directives, found on Public Works and Government Services Canada’s website at [Ineligibility and Suspension Policy](#).

18.10. Federal Contractors Program for Employment Equity - Default by the Contractor. The Contractor agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid throughout the Contract Period. If the AIEE becomes invalid, Canada will add the name of the Contractor to the "FCP Limited Eligibility to Offer" list. The imposition of such a sanction by ESDC will result in the Contractor being in default.

18.11. Harassment in the Workplace.

- a. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Directive on the Prevention and Resolution of Workplace Harassment and Violence](#), which also applies to the Contractor, is available on the Treasury Board Web site.
- b. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. Canada will advise the Contractor in writing of any complaint and the Contractor will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, make a determination regarding the validity of the complaint and decide on any action required.

18.12. Invoice Submittal Certification. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

19. Proactive Disclosure of Contracts with Former Public Servants.

19.1. 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 Offeror 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.



20. International Sanctions.

20.1. Sanctions Limitations. Canada cannot accept delivery of goods or services that originate, directly or indirectly, from the countries or persons subject to [economic sanctions](#).

20.2. Contractor Obligations.

- a. The Contractor must:
 - i. not supply to the Government of Canada any goods or services that are subject to economic sanctions,
 - ii. comply with changes to the regulations imposed during the Contract Period, and
 - iii. immediately advise Canada if it is unable to perform the Work because of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services.
- b. If the Parties cannot agree on a workaround plan, Canada will terminate the Contract for convenience.

21. Termination and Suspension.

21.1. Termination for Convenience.

- a. **Right to Terminate.** Canada may terminate the Contract for convenience in whole or in part by giving written notice to the Contractor. The termination for convenience will take effect immediately or at the time specified in the termination notice.
- b. **Effect of Termination.** Upon termination for convenience of the Contract
 - i. the Contractor must comply with the requirements of the termination notice; or
 - ii. if Canada terminates the Contract in part only, the Contractor must proceed to complete any part of the Work that is not part of the termination notice.
- c. **Payments.** Canada will pay the Contractor
 - i. according to the Basis of Payment, for any part of the Work delivered, inspected, and accepted whether completed before, or after the termination in accordance with the Contract;
 - ii. Costs incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, before the date of the termination notice; and
 - iii. Costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- d. **Maximum Payment.** The total of the amounts, which Canada may pay the Contractor under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- e. **Acknowledgments.**
 - i. **Claims.** The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;
 - ii. **Anticipated Profits.** The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - iii. **Repayments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



21.2. Termination on Default.

- a. **Right to Terminate.** Canada may, by giving written notice to the Contractor, terminate the Contract or any part of the Contract if the Contractor
 - i. fails to perform any term of the Contract, or
 - ii. becomes bankrupt, makes an assignment for the benefit of creditors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor.
- b. **Effect of Termination.**
 - i. For (a)(i) above, the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
 - ii. For (a)(ii) above, the termination will take effect immediately.
 - iii. **No Further Payment.** If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section.
 - iv. **Payment of Outstanding Amounts.** The Contractor must immediately pay Canada any amounts paid by Canada, including milestone payments, and all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source.
 - v. **Refund of Advance Payments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
 - vi. **Maximum Payment.** The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
 - vii. **Completed Parts of the Work.** Upon termination of the Contract for default, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 1. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 2. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- c. **Termination in Error.** If the Contract is terminated for default, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience.

21.3. Suspension of the Work.

- a. **Right to Suspend Work.** The Contractor must not suspend or stop work unless ordered by Canada. Canada may, by written notice, at any time, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not limit access to any part of the Work without first obtaining the written consent of the Contracting Authority. Within this



period, the Contracting Authority must either cancel the order or terminate the Contract in accordance with the Termination terms of the Contract.

- b. **Effect of Suspension.** When Canada suspends the Work, Canada will pay the Contractor its additional costs incurred because of the suspension plus a fair and reasonable profit as determined by Canada in accordance with the Termination for Convenience clause of the Contract, unless the Contracting Authority terminates the Contract for default or the Contractor abandons the Contract.
- c. **Resumption of Work.** When Canada cancels a suspension, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Canada will make any equitable adjustments as necessary to any affected conditions of the Contract.

22. Remedies and Liabilities.

22.1. Liability.

- a. **Exclusive Provision.** The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text.
- b. **Contractor Liability.** The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party.
- c. **Canada Liability.** Canada is liable for any damage caused by Canada, its employees, or agents to the Contractor or any third party.
- d. **Damages.** Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

23. Intellectual Property Infringement and Royalties.

23.1. Third-Party Claims.

- a. **Notification.** The Parties agree to immediately notify the other Party in the event a third party makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work.
- b. **Defense.** Canada must control the defense of third party intellectual property infringement or royalty claims or request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable because of the claim, including the amount of any settlement.
- c. **Settlement.** The Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- d. **Exceptions.** The Contractor has no obligation regarding claims only made because:
 - i. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - ii. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications or other documentation); or
 - iii. the Contractor used equipment, drawings, Specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or



- iv. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "(Name of Supplier) acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under the contract infringes any intellectual property right, (Name of Supplier), if requested to do so by either (Name of Contractor) or Canada, will defend both (Name of Contractor) and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

23.2. Contractor Obligations.

- a. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - i. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - ii. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - iii. take back the Work and refund any part of the Contract Price that Canada has already paid.
- b. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (iii), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

23.3. Damages Caused by Contractor. If Canada is required because of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada any amount determined by a final judgment of a court of competent jurisdiction or by arbitration to be the Contractor's portion of the damages to the third party.

24. Intellectual Property.

All Intellectual Property Rights in the intellectual property created under this SOW ("Foreground IP") belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground IP, except any right that may be granted in writing by Canada.

The Contractor must incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground IP that is subject to copyright regardless of the form or medium upon which it is recorded: © His Majesty the King in Right of Canada (year), or © Sa Majesté le Roi du chef du Canada (année).

24.1. Waiver of Moral Rights. If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the Copyright Act, R.S., 1985, c. C-42, from every author that contributes to any Foreground IP subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground IP, the Contractor permanently waives the Contractor's moral rights in that Foreground IP.



24.2. Confidentiality. The Contractor must maintain the confidentiality of the information or data supplied by Canada. The Contractor must return all the information belonging to Canada on request or on completion or termination of the Contract. This includes returning all hard copies and electronic copies as well as any paper or electronic record that contains any part of the information or information derived from it.

25. General Provisions.

25.1. Status of Contractor. The Contractor is an independent contractor engaged by Canada to perform the Work. The Contract does not create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

25.2. Entire Agreement. The Contract and the offer document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

25.3. Amendment.

- a. Amendments to the Contract must be in writing and signed by the Parties.
- b. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in writing and signed by the Parties.

25.4. Counterparts. The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

25.5. Assignment.

- a. The Contractor may only assign this agreement if
 - i. Canada agrees to the assignment in writing; and
 - ii. the Contractor remains responsible for the assignee's performance.
- b. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

25.6. Successors and Assigns. The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

25.7. Notice. All notices or other communications required or permitted by the Contract must be in writing and delivered to the Contracting Authority for Canada and the Contractor's Representative for the Contractor. Any notice is effective on the day received.

25.8. Applicable Laws. The laws in force in Ontario will govern the Contract and the relations between the Parties and be used to interpret the Contract. The Contractor must comply with all laws applicable to the performance of the Contract and provide evidence of compliance with those laws to Canada if requested by the Contracting Authority.

25.9. Dispute Resolution.

- a. **Open Communication Between Parties.** The Parties agree to maintain open and honest communication about the Work during and after the period of the Contract.
- b. **Parties' Cooperation.** The Parties agree to consult and co-operate with each other to further the objectives of the Contract. They will promptly notify each other of, and attempt to resolve, any problems or differences that may arise.



- c. **Alternative Dispute Resolution.** If the Parties cannot resolve a dispute through consultation and cooperation, they will consult a neutral third party that offers alternative dispute resolution services.
- d. **Dispute Resolution Options.** Parties can find alternative dispute resolution options on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

25.10. Powers of Canada. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

25.11. Time of the Essence. It is essential that the Contractor deliver or perform the Work within or at the time stated in the Contract.

25.12. Excusable Delay.

- a. **Definition of Excusable Delay.** A delay in the performance by the Contractor or Canada of any obligation under the Contract that is caused by an event that
 - i. is beyond the reasonable control of the party,
 - ii. could not reasonably have been foreseen,
 - iii. could not reasonably have been prevented by means reasonably available to the party, and
 - iv. occurred without the fault or neglect of the party, is an "Excusable Delay" if the party advises the other party's Contracting Authority or the Contractor's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the party becomes aware of it. The party must also advise the other, within 15 Business Days, of all the circumstances relating to the delay and provide to the Contracting Authority or Contractor's Representative for approval a clear workaround plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- b. **Postponement of Delivery.** Either party will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.
- c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the party may terminate the Contract on written notice to the other party. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- d. **Liability for Costs Incurred.** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents because of an Excusable Delay.
- e. **Delivery of Completed Work.** If Canada terminates the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - i. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - ii. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.



- f. **Total Payments.** The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

25.13. Waiver.

- a. A waiver will only be valid if made in writing by the affected Party's representative. A Party's failure to enforce any rights under the Contract will be neither treated nor interpreted as a waiver of that Party's rights.
- b. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

25.14. Severability. If a court of competent jurisdiction declares any provision of the Contract unenforceable, illegal, or invalid, the remainder of the Contract remains in force.

25.15. Priority of Documents. If there is a conflict 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. these Articles of Agreement;
- b. Annex B, Contract Definitions;
- c. Annex G, Statement of Work;
- d. Annex H, Basis of Payment;
- e. Annex I, Security Requirements Check List;
- f. the Contractor's offer dated *(to be completed at contract award)*

25.16. Survival. All the Parties' obligations of confidentiality, any representations and warranties set out in the Contract as well as the provisions, which by their nature might reasonably be expected to survive, will survive the expiry or termination of the Contract.

26. Authorities.

26.1. Contracting Authority.

- a. The Contracting Authority for the Contract is:
Name: Davis Opie
Tel.: 613-324-9165
E-mail: davis.opie@ised-isde.gc.ca
Address: 235 Queen Street
Department Name: Innovation, Science and Economic Development Canada
- b. The Contracting Authority is responsible for the management of the Contract and must authorize in writing any changes to the Contract. 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.

26.2. Project Authority.

- a. The Project Authority for the Contract is: *(to be completed at contract award)*
Tel:
E-mail:
Address:
Department Name:



- b. The Work is for a department or agency. The Project Authority represents that department or agency. The Project Authority is responsible for all matters concerning the technical content of the Work under the Contract. The Contractor may discuss technical matters with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Only the Contracting Authority can issue a contract amendment to make changes to the scope of the Work.

26.3. Contractor's Representative.

- a. The Contractor's Representative for the Contract is: *(to be completed at contract award)*
Tel:
E-mail:
Address:



Annex A: Solicitation of Offers Definitions

In this solicitation of offers, unless the context otherwise requires, the following terms have the following meanings.

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document;

"Canadian Good" means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". ([Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.](#))

"Canadian Service" means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

"Variety of Goods" means that if a requirement consists of more than one good, Canada will apply one of the following methods:

a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or

b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

"Variety of Services" means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

"Mix of Goods and Services" means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.

For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

"Other Canadian Goods and Services" means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

"Client" means the department or agency for which the Work is performed;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services, or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the solicitation of offers or, if there was no solicitation of offers, the date of the Contract;

"Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;



“Excluded Material” refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise;

“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;

“Joint Venture” means an association of two or more Parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to offer together on a requirement;

“Lump Sum Payment” means the payment which 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;

“Net-Zero Challenge or Equivalent” means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, ‘United Nations Race to Zero’ or ‘Science-Based Targets Initiative (SBTI)’ or ‘Carbon Disclosure Project (CDP)’ or ‘International Organization for Standardization (ISO) – ISO 14064-1:2018’

“Offeror” means the person or entity (or, in the case of a Joint Venture, the persons or entities) submitting an offer. An Offeror can be a sole proprietorship, corporation, a partnership, a Joint Venture or a natural person;

“Packaging” means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](#));

“Party” means Canada, the Contractor, or any other signatory to the Contract, and **“Parties”** means all of them;

“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;

“Recyclable” means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](#));

“Recyclable packaging” means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging



and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](#));

“Returnable (to the Contractor)” means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client;

“Reusable (by Canada)” means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](#));

"Security Deposit" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

"Approved Financial Institution" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the [Income Tax Act](#); (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation;

"Government-guaranteed Bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#); (c) registered in the name of the Receiver General for Canada;

"Irrevocable Standby Letter of Credit" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer;

“Specialized packaging” means packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives.



For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled;

"Specifications" means the description of the essential, functional, or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



Annex B: Contract Definitions

In the Contract, unless the context otherwise requires, the following terms have the following meanings.

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada.

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document.

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"Canada", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

"Canadian Good" means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". ([Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.](#))

"Canadian Service" means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

"Variety of Goods" means that if a requirement consists of more than one good, Canada will apply one of the following methods:

- a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or
- b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

"Variety of Services" means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

"Mix of Goods and Services" means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.

For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

"Other Canadian Goods and Services" means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.



"Contract" means the Articles of Agreement, the terms and conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada.

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.

"Contract Period" means the entire period of time during which the Contractor is obliged to perform the Work, which includes initial Contract Period and the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the solicitation of offers or, if there was no solicitation of offers, the date of the Contract.

"Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

"Excluded Material" refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract.

"Net-Zero Challenge or Equivalent" means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, 'United Nations Race to Zero' or 'Science-Based Targets Initiative (SBTI)' or 'Carbon Disclosure Project (CDP)' or 'International Organization for Standardization (ISO) – ISO 14064-1:2018'

"Overdue" means an amount that is unpaid on the first day following the day on which it is due and payable according to the Contract.

"Packaging" means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](#)).

"Party" means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them.

"Recyclable" means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](#)).

"Recyclable packaging" means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](#)).

"Returnable (to the Contractor)" means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client.

"Reusable (by Canada)" means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has



been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](#)).

"Security Deposit" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board.

"Approved Financial Institution" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the [Income Tax Act](#); (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation.

"Government-guaranteed Bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#); (c) registered in the name of the Receiver General for Canada.

"Irrevocable Standby Letter of Credit" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

"Specialized packaging" means packaging can be considered "specialized" if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met.

"Work" means all the activities, services, goods, equipment, matters and things that the Contractor is required to do, deliver or perform under the Contract.



Annex C: Offer Submission Form

1. Offeror's Full Legal Name

The Offeror is the person or entity (or, for a Joint Venture, the persons or entities) submitting the proposal. Offerors who are part of a corporate group should identify the corporation that is the actual Offeror.

**Offeror's Full Legal
Name**

2. Offeror's Procurement Business Number (PBN)

If the PBN does not match the Offeror's legal name, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches its legal name.

PBN is not required at Offer closing, but required prior to contract award.

**Offeror's Procurement
Business Number (PBN)**

3. Identification of Joint Venture Parties

For a proposal submitted on behalf of a Joint Venture, provide the information or indicate "N/A" if not applicable. If a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

**Name(s) of Joint
Venture Member**

**PBN(s) of Joint Venture
Member**

**Authorized
Representative of the
Offeror**

Name

Title

Telephone Number

Fax Number

Email

**Name of the Joint
Venture, if applicable**

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4. Applicable Laws

Offerors may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If the Offeror has not made a change, the Offeror acknowledges its acceptance of the jurisdiction specified in this offer solicitation.

Applicable Laws

5. Electronic Payments

The Contractor accepts that Canada will use the following electronic payment instruments (check all that apply):

- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)
- Wire Transfer (International Only)
- Large Value Transfer System (LVTS) (Over \$25 million dollars)

6. Language preferences

The Offeror wishes that communications and documents be made in:

- English
- French

Signatures

Signature of
representative
authorized to sign on
behalf of the Offeror

Name:

Title:

Date:



Annex D: Offeror Declaration Form

Offeror's Full Legal Name	
Once you have read and understood each statement, please respond by checking () each certification below. The Offeror certifies to Canada that its responses below are complete and truthful.	
Acceptance of Clauses and Conditions	
() Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the offer solicitation and accept the clauses and conditions of the resulting contract.	
Federal Contractors Program for Employment Equity (FCP)	
Eligibility to submit an offer Federal Contractors Program for Employment Equity	() The Offeror, and any of its members if it is a joint venture, is not named on the Federal Contractors Program (FCP) for Employment Equity " FCP Limited Eligibility to Bid " list. <i>Canada may declare an offer non-compliant if the Offeror, or any of its members if the Offeror is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.</i>
Accuracy and Integrity	
Accuracy of information	() All the information that the Offeror submits with its offer is true, accurate, and complete as of the date indicated below.
Code of Conduct for Procurement	() The Offeror complies with Canada's Code of Conduct for Procurement .
Ineligibility and Suspension Policy	() The Offeror has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy ("Policy") and applicable directives in effect on the solicitation of offers issue date. () The Offeror is not currently suspended, or ineligible under Canada's Ineligibility and Suspension Policy. () The Offeror understands that any subsequent criminal charges or convictions may result in the Offeror's suspension or ineligibility to contract with Canada.
Offeror Resources The Offeror, if awarded a resulting contract, will provide the resources proposed in its offer	
Named individuals	() The Offeror certifies that every individual proposed in the offer will be available to perform the Work as required by and at the time specified in this solicitation of offers.
<i>If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. Canada will, for these purposes, consider only the following reasons as being beyond the Offeror's control: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, and termination of an agreement for default. The Offeror must advise Canada of the reason for the substitution and provide the substitute resource's</i>	



name, qualifications, and experience. Canada will evaluate the substitution against the same requirements as the original resource.

Non-employees

() The Offeror certifies that it has the consent of every non-employee to perform the services proposed in the offer and to submit each non-employee's résumé to Canada.

The Offeror must, upon Canada's request, provide a written confirmation, signed by the individual, of that permission and of the resource's availability.

Signatures

Signature of
representative
authorized to sign on
behalf of the Offeror

--	--

Name:

--	--

Title:

--	--

Date:

--	--



Annex F: Statement of Work

1.0 Project Title:

Expert analysis on the Canadian and global life sciences sector, including biomanufacturing and medical countermeasures (MCM) development and production sub-sectors, and related trends.

2.0 Background:

Since the COVID-19 pandemic began in 2020, the Government of Canada has scaled-up its focus on the biomanufacturing and life sciences sector to build and augment domestic manufacturing capacity in a sustainable manner, that is also able to make meaningful contributions to Canada's health emergency and medical countermeasure (MCM) preparedness posture. Over \$4B in funding has been committed/invested by federal programs in Canadian innovation across the value chain; careful continuous planning and management of this portfolio of investments will be required to ensure benefits to Canadians are maximized, and that subsequent investments complement and build on capabilities that are already being established.

Innovation, Science and Economic Development Canada (ISED), along with partner Departments and agencies including Health Canada and the Public Health Agency of Canada, has played a central role in developing and implementing Canada's Biomanufacturing and Life Sciences Strategy (the Strategy), helping to ensure the domestic life sciences ecosystem is positioned to respond to future health threats. In support of this work, ISED, through its Office of Life Sciences and Biomanufacturing Readiness (OLSBR), regularly advances research and analysis relating to global technology and industrial trends in the life sciences, business analytics, investment activity (domestic and global), domestic assets and capacity assessments, and beyond, related to the production of vaccines, therapeutic drugs, and other MCMs, as well as the life sciences sector writ large. This analysis informs policies, approaches, and investment prioritization undertaken under the Strategy, and through such sector support tools as Canada's Strategic Innovation Fund.

ISED also draws on sector intelligence and analysis to support senior-level decision-making and provide support for the activities of various scientific advisory bodies, including the Strategy's Counsel of Expert Advisors; all of which provided/provide expert advice to the Government of Canada (GoC) on responding to the COVID-19 pandemic, and continue to do so in regard to rebuilding the biomanufacturing and life sciences ecosystem in Canada and developing readiness for future health emergencies.

The global sectors responsible for the production of key MCMs, including vaccines and therapies, involve complex supply chains that are undergoing important changes resulting from evolving platform technologies, and increased attention on securing supply chains in light of learnings from the COVID-19 pandemic. At the same time, multinational corporations continue to consolidate their operations and locate production capabilities in jurisdictions offering opportunities to maximize efficiencies and profitability. As such, the investment context for this sector is and is expected to remain dynamic, and subject to significant technology, economic, and geopolitical shifts and pressures – it will be essential that ISED and its partners maintain a robust understanding of these trends to inform strategy and investment planning. In particular, it is essential for ISED to have access to expertise that will enable it to understand the dynamics of these changes, including their impacts on supply chains, in order to ensure that Canada is well-positioned to benefit from the evolving trends within the global life sciences and



related supply chain industries, and targets/adjusts its investments in the key areas that will give Canada a competitive advantage, while also contributing to broader health security and health emergency preparedness objectives.

Since the beginning of the COVID-19 pandemic, the GoC has committed in federal budgets to ensuring that Canada is well-positioned to respond to future pandemics/health emergencies and to exploring ways in which it can help promote long-term sustainable growth in Canada's biomanufacturing sector. Moving forward, work will continue to assess current and ongoing needs in the sector and to find ways to complement recent government investments.

Access to sectoral expertise will provide ISED with timely information and in-depth strategic analysis on the global production of life sciences products, MCMs, including vaccines and therapies; emerging life sciences technologies and domestic and global strengths and opportunities; the evolution and trends of biomanufacturing and life sciences supply chains; assessing the various domestic and international models of decision-making about program delivery, facility ownership, and operation to deliver on industrial and innovation aspects of pandemic/health emergency preparedness; and many other developments in this dynamic sector. The said expertise will support complementary activities being undertaken to examine opportunities to enhance future pandemic/health emergency preparedness and to bolster Canada's capacity to produce vaccines and therapies.

3.0 Project Requirement / Objective:

ISED requires the services of a Contractor to carry out detailed analysis to support the Department's mandate of strengthening the domestic life sciences ecosystem and advancing MCM preparedness. This includes, but is not limited to, analysis of the sectors responsible for the development and production of technologies and products within the life sciences sector, including biologics, MCMs, raw materials, equipment and all supply chain components necessary across the value chain, both domestically and internationally. The expertise required must provide, notably, in-depth economic analysis on sector trends and developments, actions taken, underway, or being considered by other governments, in-depth analytics related to corporate performance, expert analysis of complex manufacturing supply chains and production practices, both in Canada and abroad, and beyond as required by ISED.

This type of detailed analysis will be used to supplement the analytical capacity that currently exists within ISED. As a new Branch with an expanded mandate to support and help grow the life sciences sector in Canada, including to contribute to Canada's health emergency preparedness posture, external expertise is essential to help build out a strong knowledge base internally on a dynamic, fast evolving sector and ecosystem. The said expertise must possess thorough familiarity with the life sciences environment and ecosystem that can help ISED stay abreast of emerging trends and technologies and that can provide, for example, detailed insights into the life sciences sector and its supply chain (e.g. research, clinical trials, scale-up, investment, venture capital, etc.) as well as production capacity of MCM in Canada and internationally.

This contract will enable ISED to receive strategic information, intelligence and analysis on a wide array of developments in the life sciences ecosystem from experts, in a timely and on an as-needed basis. This information is expected to play an important role in informing decision-making, including at the Cabinet, ministerial, and senior executive levels.

4.0 Scope of Work / Tasks:



The Contractor will carry out detailed analysis to support ISED's mandate of strengthening the domestic life sciences ecosystem and advancing MCM preparedness. This includes, but is not limited to:

1. analysis of the sectors responsible for the development and production of technologies and products within the life sciences sector, including biologics, MCMs, raw materials, equipment and all supply chain components necessary across the value chain, both domestically and internationally.
2. provide in-depth analysis on sector trends and developments, corporate performance, actions being pursued by other governments (strategies, investments, etc.), as well as expert analysis of complex manufacturing supply chains and production practices, both in Canada and abroad, and beyond, as required by ISED and its partners.

This type of detailed analysis will be used to supplement the analytical capacity that currently exists within ISED.

5.0 Deliverables / Timelines:

The required studies and analyses will vary over the duration of the contract depending on the needs of ISED. The deliverables will be in the form of reports and/or presentation decks for decision makers within ISED and government senior executives.

Timelines and control procedures for deliverables will be discussed with the contractor during the assessment of the individual requirement. In all cases, timelines will be reasonable and commensurate with the complexity and the scope of the requirements; the control procedures will be set out in the SoW and will require all work to be delivered by security cleared individuals at the secret level.

6.0 Constraints:

The Contractor and its resources must possess, at all times, a security clearance at a level of "Secret". Document and asset safeguarding as well as IT security at a level of "Secret". The Contractor is required to possess a designated organization screening (DOS) at the time of award of this contract.

The Consultants must provide their own fully functioning laptops/mobile phones capable of accessing e-mail and Microsoft Office products (e.g. Teams, Word, PowerPoint and Excel) required to complete the work associated with this statement of work.

7.0 Client Support:

The consultants will liaise directly with the OLSBR, and other senior department officials, and will have access to them as required. In addition, OLSBR teams will be working closely with the resource(s).

8.0 Work Location:

The Consultants will work from their own office / virtual environment.

9.0 Official Languages:



The required studies and analyses would be in English. All the deliverables will be in the form of reports and/or presentation decks in English.

10.0 Travel:

There are no travel requirements.



Annex G: Basis of Payment

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

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

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

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

Per diem rates provided for Team Leads must not represent a price differential of more than 10% between the resources. Per diem rates of Project Staff submitted as part of MT6 must not represent a price differential of more than 15%.

All rates submitted as part of the Option Periods must only represent an increase/decrease of a maximum of 5% - to ensure consistency across the entirety of the contract.

ISED will deem any bid that does not meet the criteria above as non-compliant and the bid will be disqualified.

TABLE A - CONTRACT PERIOD:

			Initial Contract Period (Date of Contract to March 31, 2025)
(A)	(B)	(C)	(D)
Category of Personnel	Name of Proposed Resource(s)	Firm Per Diem Rate	Total Per Diem Rates
		\$	\$
Total Per Diem Rates:			\$ <u><TBD></u>



TABLE B - OPTION PERIOD 1:

			Option Period 1: (April 1, 2025 to March 31, 2026)
(A)	(B)	(C)	(D)
Category of Personnel	Name of Proposed Resource(s)	Firm Per Diem Rate	Total Per Diem Rates
		\$	\$
Total Per Diem Rates:			\$ <TBD>

TABLE C - OPTION PERIOD 2:

			Option Period 2: (April 1, 2026 to March 31, 2027)
(A)	(B)	(C)	(D)
Category of Personnel	Name of Proposed Resource(s)	Firm Per Diem Rate	Total Per Diem Rates
		\$	\$
Total Per Diem Rates:			\$ <TBD>

Total Estimated Cost: \$ _____

ISED reserves the right to:

- Further extend the contract after all option periods indicated have been exercised.
- Contract additional consultants at the same title and per diem rates described in this RFP.



Annex H: Technical Criteria

Point Rated Technical Criteria

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

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

No.	Point Rated Technical Criteria (RT) and Scores	Maximum Number of Points	Required Minimum Number of Points
RT1	<p>Scientific Experts/Team Leads:</p> <p>**RT1 applies only to the two (2) resources being submitted as the Scientific Experts/Team Leads in the bid submission.**</p> <p>1. Educational Qualifications: - PHD: 5 points (10 points available) - The possession of a Doctorate (Ph.D.) demonstrates a high level of academic achievement and expertise in the fields required in the mandatory criteria. This criterion aims to reward individuals who have pursued advanced education, indicating a deep understanding of biomanufacturing and life sciences or who have pursued advanced education, indicating a deep understanding of commerce, economics, and/or investment analysis.</p> <p>2. Professional Experience: - Over 15 years of experience: 1 point per additional year. Maximum of 5 points for 20+ years for each resource. (10 points available). - Applicants with extensive professional experience over the minimum requirement of 15 years, are recognized for the skills, and practical insights gained over a substantial period. This criterion acknowledges the value of seasoned professionals in undertaking complex projects.</p>	Up to 90 points	



	<p>3. Research and Publications:</p> <ul style="list-style-type: none"> - Journal Publications or high impact reports (must be public facing): 2 points per publication per resource, up to a maximum of 10 points each. (20 points available) - Recognizing the importance of contributing to the scientific and related business communities, this criterion rewards individuals for their published research or reports in reputable journals or publications. Each publication is assigned 2 points, with a maximum of 10 points for up to five (5) publications. <p>4. Project Experience:</p> <ul style="list-style-type: none"> - Risk-based analysis and Cost-Benefit Analysis: Provide one (1) project per resource with a brief description of 500 words or less outlining how the project reflects this experience. 5 points per project, per resource. (10 points available) - Scientific Experts / Team Leads with project experience involving risk-based analysis and cost-benefit analysis demonstrate a strategic and analytical approach to decision-making. This criterion reflects the significance of professionals with a proven track record in managing projects with a focus on risk assessment and cost-effectiveness. <p>5. Awards and Recognition:</p> <ul style="list-style-type: none"> - Team member's recognition in Biomanufacturing and Life Science Ecosystem: 5 points per award, up to a maximum of 10 points. List of awards to be included as part of bid submission. (20 points available) - Acknowledging external recognition adds credibility to a candidate's expertise. Awards given by relevant organizations, other than the employer, in the biomanufacturing and life sciences ecosystem are awarded points, with a maximum of 10 points for up to two awards. <p>6. Expert Boards Membership:</p> <ul style="list-style-type: none"> - Membership on Expert Boards: 5 points per board, up to a maximum of 10 points per Scientific Experts / Team Leads. Proof of Board Membership to be included with submission. (20 points available) - Involvement in expert boards demonstrates 		
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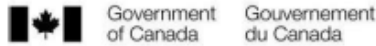
	<p>leadership and influence within the industry. Points are awarded for each membership, with a maximum of 10 points for up to two (2) boards.</p> <p><i>**The expanded explanations above aim to provide a more detailed understanding of the rationale behind each criterion and how they collectively contribute to the evaluation of the proposals.**</i></p>		
<p>RT2</p>	<p>For Company/Organization:</p> <p>1. Access to Databases/Data Subscriptions:</p> <ul style="list-style-type: none"> - Access to Specialized Databases in Biomanufacturing and Life Sciences: 5 points per database, up to a maximum of 10 points. List of databases to be included as part of bid submission. - Having access to specialized databases and data subscriptions enhances the proponent's ability to gather and utilize relevant information and data sets. Points are awarded for each database, with a maximum of 10 points for up to two specialized databases. <p>2. Access to an International Network of Consulting Firms:</p> <ul style="list-style-type: none"> - Access to an International Network of Consulting Firms: 2 points per firm, up to a maximum of 10 points. List of firms must be included at bid submission. - Access to an international network of consulting firms with expertise relevant to the Statement of Work (SOW) is crucial for a global perspective and collaborative opportunities. Proponents receive points based on the number of firms (up to 5) within their network. <p>3. Awards and Recognition:</p> <ul style="list-style-type: none"> - Organization's recognition in Biomanufacturing and Life Science Ecosystem: 5 points per award, up to a maximum of 10 points. Please include the name of the recognition/award as part of the bid submission. - Acknowledging external recognition adds credibility to a firm's expertise. Awards given by relevant organizations, in the biomanufacturing and life sciences ecosystem are awarded points, 	<p>Up to 30</p>	



	<p>with a maximum of 10 points for up to two awards.</p> <p><i>**The expanded explanations above aim to provide a more detailed understanding of the rationale behind each criterion and how they collectively contribute to the evaluation of the proposals.**</i></p>		
Overall Score:	Minimum of 70% required to pass (84 points):	120	Overall Score:



Annex I: SECURITY REQUIREMENTS CHECKLIST



Contract Number / Numéro du contrat 209760
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	ISED	
2. Branch or Directorate / Direction générale ou Direction	OLSBR/Strategy Directorate	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
N/A	N/A	
4. Brief Description of Work / Brève description du travail The contractor will carry out detailed analysis to support ISED's mandate of strengthening the life sciences ecosystem		
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 <i>(Access to current status of mission, GSC investment information, progress to date, government strategy for the life sciences ecosystem and some data required to help the contractor understand the analysis required of them to deliver)</i>		
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"/>	
Not releasable / À ne pas diffuser <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:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
unclassified





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UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

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

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX 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? No Yes
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
 Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? No Yes
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? Non Oui

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



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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / 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	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets / Renseignements / Biens		X			X											
Production																
IT Media / Support TI		X			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).



Multiple levels of personnel screening: Security Classification Guide

This guide is to be completed in addition to question 10.a) of the SRCL when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.

level of personnel clearance (e.g. reliability, secret)	position / description/task	access to sites and/or information levels of Information to be accessed	citizenship restriction (if any)
Reliability	Project staff who will conduct open source research and general administration under the subsequent contract.	Up to 'Protected B'	Not applicable.
Secret	Project Managers and project staff who will require access to 'secret' level information to conduct analysis to support project managers to deliver tasks under the subsequent contract.	Up to 'Secret'	Not applicable.