



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

s.17

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

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

The vendor hereby accepts this contract Le fournisseur accepte le présent contrat		
[Redacted] - IBM	e-Signed by	[Redacted]
Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractère d'impression)		Signature



Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

IBM Canada Limited
 3755 Riverside Drive
 Ottawa ON K1G 4K9

email: [Redacted]



PWGSC-TPSGC 9400-10 (02/97)

PWGSC File No. - N° de référence des TPSGC E60ZT-16TSSB/070/ZT		
Date of Contract - Date du contrat 2020-12-15		
Contract No. - N° du contrat 7247366		
Requisition No. - N° de la demande		
Order Office Bureau demandeur OD160	Yr An 21	Serial No. N° de série 1502-1
Financial Code(s) - Code(s) financier(s) 4060/C2CA00		
Duty - Droits Included		
F.O.B. - F.A.B. N/A		
Goods and Services Tax - Taxe sur les produits et services		
Destination Public Safety Canada 269 Laurier, Ave. West Ottawa ON K1A 0P8		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: Please email invoices to: PS.InvoiceProcessing-TraitementDesFactures.SP@canada.ca		
Address inquiries to: Adresser toute demande de renseignements à: [Redacted]		
Telephone No. N° de téléphone	[Redacted]	Fascimile No. N° de télécopieur
Total est. cost - Coût total est. \$1,177,460.00	For t [Redacted]	Digitally signed by [Redacted] Date: 2020.12.15 16:01:59 -05'00'



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1. SUBSEQUENT WORK

Due to the potential of unfair advantage the Contractor may gain under this contract, the Contractor, any and all of its subcontractors (as applicable), and its proposed resources named under this contract may be precluded from bidding on any future bid solicitations or from providing any assistance to any potential bidders in their preparation of their bid as it relates to this project if Canada deems they have an unfair advantage.

2. STATEMENT OF WORK

The Contractor must perform the Work in accordance with Annex A, Statement of Work.

2.1 **Optional Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Section 5, Phase 2 – Tasks, of Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

2.2 **Task Authorization**

- A. Work described at Section Section 5, Phase 2 – Tasks, of Annex A, Statement of Work, will be performed under the Contract on an “as and when requested basis”.
- B. With respect to the Work mentioned under paragraph A of this clause,
 - 1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
 - 2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
 - 3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor’s own risk and expense;
 - 4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and,
 - 5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex E, Sample Task Authorization Form.

C. TA Authority and Limit

All task authorizations must be signed by the Contracting Authority, regardless of dollar value or basis of payment.



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D. TA Process

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

- the task or revised task description of the Work required, including:
 - the details of the activities or revised activities to be performed;
 - a description of the deliverables or revised deliverables to be submitted; and
 - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task and, as applicable, the associated schedule of milestones.

E. Within five calendar days of its receipt of the request, the Contractor must provide the Contracting Authority with a signed and dated response prepared and submitted using the TA form, containing at a minimum:

1. the total cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B, Basis of Payment; and,
3. The name of each resource proposed by the Contractor for the performance of the Work required. All resources must already be named resources within the contract.:

F. TA Authorization

1. The Contracting Authority will authorize the TA based on:
 - the request submitted to the Contractor pursuant to paragraph D of this clause;
 - the Contractor's response received, submitted pursuant to request contained within the Task Authorization
 - the agreed total cost for performing the task or, as applicable, revised task and the breakdown of that cost per milestone contained in the Schedule of Milestones, as applicable.
2. The Contracting Authority will authorize the TA provided that each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under the contractor.
3. The authorized TA will be issued to the Contractor by Email.

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

1. "Maximum Contract Value" means the sum specified in Contract clause 9.2.2 Limitation of Expenditure – Cumulative Total of all Approved Task Authorizations; and,
2. "Minimum Contract Value" means 2% of the Maximum Contract Value.
3. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph G.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
4. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference



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- between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
5. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

2.3 Work Authorization

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work described at Section 4 of Annex A, Statement of Work. Upon completion of Phase One, the Work will be reviewed before the Contractor is authorized to commence any Work described at Section 5, Phase 2 – Tasks, at Annex A, Statement of Work. Depending on the results of the review and evaluation of the Work, Canada will decide at its sole discretion whether to continue with the Work.

If Canada decides to continue with work defined in Section 5, Phase 2 – Tasks, at Annex A, Statement of Work, the Contracting Authority will advise the Contractor in writing and as evidenced through a contract amendment.

If Canada decides not to proceed with work defined in Section 5, Phase 2 – Tasks, at Annex A, Statement of Work, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

3. STANDARD CLAUSES AND CONDITIONS

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

3.1. Supplemental General Conditions

4007 – (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

3.2. General Conditions

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

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

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

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



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2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
 - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

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

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



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3.3. Inspection and Acceptance

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

3.4. Specific Person(s)

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

3.5. Non-Disclosure Agreement

The Contractor must obtain from its employees and, if applicable, its subcontractors, the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

4. GENDER-BASED ANALYSIS PLUS (GBA +)

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

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

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

Public Safety Canada encourages Contractors to promote and implement GBA programming within their organization amongst their employees, agents, representatives or any of its subcontractors to support the Government of Canada in the achievement of gender equality which depends on closing key gaps between diverse groups of women, men and gender-diverse people.

5. THE OFFICE OF THE PROCUREMENT

5.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3) (d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.



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5.2 Contract Administration

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

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

6. SECURITY REQUIREMENT

6.1 The following security requirement (SRCL and related clauses provided by the Contract Security Program apply and form part of the Contract:

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

6.2 Contractor's Site or Premises Requiring Safeguarding Measures

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

IBM Canada Limited
3755 Riverside Drive
Ottawa ON K1G 4K9

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



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7. TERM OF CONTRACT

7.1 Period of the Contract

The period of the Contract is from date of Contract award to **March, 31, 2021**.

7.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up one additional two-year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

8. AUTHORITIES

8.1 Contracting Authority

The Contracting Authority for the Contract is:

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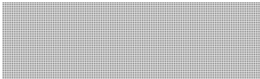
Public Safety Canada
269 Laurier Avenue West
Ottawa ON K1A 0P8

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

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

8.2 Project Authority

The Project Authority for the Contract is:



Public Safety Canada
269 Laurier Avenue West



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Ottawa ON K1A 0P8

Email: [Redacted]

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

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8.3 Contractor's Representative

[Redacted] IBM Services
IBM Canada Limited
3755 Riverside Drive
Ottawa ON K1G 4K9

Tel: [Redacted]
Email: [Redacted]

9. PAYMENT

9.1 Phase 1 – Basis of Payment

9.1.1 Firm Fixed Price

Subject to the terms and conditions of this contract, and in consideration for the performance of the Work, Her Majesty shall pay to the Contractor a firm fixed price of \$1,042,000.00, excluding HST/GST.

9.2 Phase 2, Optional Services – Basis of Payment

9.2.1 Task Authorizations

For the work described in Section 5, Phase 2 – Tasks, Annex A, Statement of Work, one of the following basis of payment will form part of the approved Task Authorizations:

Basis of Payment A – Firm Fixed Price TA

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

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

Basis of Payment B – TA subject to a Limitation of Expenditure

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



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

No increase in the liability of Canada or in the price of the Work specified in the approved TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the TA Approval Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

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

whichever comes first.

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

Basis of Payment C – TA subject to Ceiling Price

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

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.²⁷

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

9.2.2 Limitation of Expenditure – Cumulative Total of all Approved Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed **\$350,166.70**. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the final delivery date specified in the approved TA, or



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- (c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,

whichever comes first.

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

9.3 Phase 1 – Method of Payment

9.3.1 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

9.4 Phase 2, Optional Services – Methods of Payment

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

9.4.1 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- d) 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;
- e) all such documents have been verified by Canada;
- f) the Work performed has been accepted by Canada.

9.4.2 Milestone Payments

Canada will pay the Contractor for work performed 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.

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

Milestone No.	Deliverable	Firm Amount	Delivery Date:
1		\$	
2		\$	
3		\$	



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9.4.3 *Single Payment*

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

9.5 **SACC Manual Clauses**

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

10. **INVOICING INSTRUCTIONS**

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

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

11. **CERTIFICATIONS AND ADDITIONAL INFORMATION**

11.1 **Compliance**

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

12. **APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



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13. PRIORITY OF DOCUMENTS

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16, Canada to Own Intellectual Property Rights in Foreground Information ;
- (c) the general conditions 2035 (2020-05-28), General Conditions – Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Security Guide
- (h) Annex E, Sample Task Authorization Form;
- (i) Annex F, Non-Disclosure Agreement
- (j) the Contractor's Supply Arrangement E60ZT-16TSSB/070/ZT
- (k) the Contractor's bid dated November 10, 2020, and as clarified by email on December 1, 2020; December 3, 2020; December 8, 2020; December 9, 2020, December 10, 2020, December 11, 2020, and December 14, 2020.

14. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

15. INSURANCE REQUIREMENTS

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

16. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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



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17. IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

18. WORK PERMIT AND LICENSES

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation.

The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor will provide a copy of any such permit, license, or certificate to Canada.

19. CONFLICT OF INTEREST

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

20. CONFLICT OF INTEREST – OTHER WORK

The Contractor, during and after the period of performance of the Contract agrees that:

- a) it must not bid for any contract to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair



ARTICLES OF AGREEMENT

advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for such a resulting contract; and;

- b) it must not bid for any contract where the Contractor, in its work performed under this Contract, is required to assist Canada in evaluating the bids or in overseeing performance of a resulting contract, and must not participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for such a resulting contract; and;
- c) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for any resulting contract.

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.



ANNEX A – STATEMENT OF WORK

The Contractor must complete the following work in accordance with its proposal dated November 10, 2020, and as clarified by email on December 1, 2020; December 3, 2020; December 8, 2020; December 9, 2020; December 10, 2020; December 11, 2020; and, December 14, 2020.

1. PROJECT TITLE:

Development of Options and approach for the design and implementation of a potential buyback program

2. BACKGROUND

In the Speech from the Throne, the Government pledged to implement measures designed to strengthen gun control, including a ban of assault-style firearms, and take the necessary steps to introduce an associated buyback program. This commitment was reiterated in the Prime Minister's mandate letters to the Minister of Public Safety and Emergency Preparedness and the Minister of Justice and Attorney General of Canada. This prohibition intends to limit access to weapons that are unsuitable for civilian use and addresses a growing public concern regarding the inherent safety risk posed by assault-style firearms. This initiative aligns with Public Safety Canada (PS)'s Departmental Results Framework through the Countering Crime Program, which aims to provide federal leadership, coordination, research and program support on a continuum of activities related to crime, prevention, law enforcement and policing.

On May 1, 2020, the *Regulations Prescribing Certain Firearms and Other Weapons, Components and Parts of Weapons, Accessories, Cartridge Magazines, Ammunition and Projectiles as Prohibited, Restricted or Non-Restricted* [Regulations] were amended to prescribe as prohibited approximately 1,500 models of firearms and their variants, along with upper receivers for some newly-prohibited firearms. Of those, nine principal models of assault-style firearms are prohibited as they have semi-automatic action with sustained rapid-fire capability (i.e. tactical military design with large magazine capacity); are of modern design, and are presented in large volumes in the Canadian market. Also included are two categories of firearms that exceed safe civilian use: firearms with 20 mm bore or greater (i.e. grenade launcher) or with a muzzle energy of greater than 10,000 joules (e.g. 0.50 caliber BMG).

The total estimated number of impacted firearms is 150,000. Of these approximately 110,000 were formally classified as restricted (registered) and approximately 40,000 were classified as non-restricted (non-registered). The Royal Canadian Mounted Police's (RCMP) Canadian Firearms Program (CFP) maintains registration information for restricted firearms that are legally owned by an individual or business. The listed firearms prescribed for prohibition represents 80% of registered rifles in Canada, the majority of which are located in British Columbia, Alberta, and Ontario. Ownership data is not available for non-restricted firearms as this class of firearm does not require registration. Please note that the current estimate for non-restricted firearms is based on open-source records from 2012, which have been adjusted (increase) by 25% to account for market growth.

3. REQUIREMENTS

Definitions

Pricing Model: A model to be developed and proposed by the Contractor denoting a base price for every brand, make and model of each prohibited firearm.

Compensation Model: The compensation to be reimbursed to businesses or individuals for prohibited firearms, prohibited parts, etc. derived from a model the Contractor is to develop and propose, and based off the approved pricing model, and the process for delivery of the approved Compensation Model.



ANNEX A – STATEMENT OF WORK

- 3.1 PS is seeking the provision of professional services for the development of a range of options and approaches to inform the design and implementation/management of a potential buyback program for the recently prohibited firearms.
- 3.2 For the development of options and approaches to inform the design and implementation/management of a potential buyback program, the contractor will be required to work closely with the Project Authority / Technical Authority (PA/TA), other government departments, and potentially consult with other levels of government as well as additional experts in the industry.
- 3.3 The work under this contract will be managed and completed in a two-phased approach. At the end of the first phase, PS will decide whether or not to proceed to the second phase. If Phase 2 of the work is authorized, the work will be defined through Task Authorizations.
- 3.4 The Contractor must not perform any of the work for a future phase of the project until the deliverable resulting from current work has been formally approved by the PA/TA. The Contractor will be notified, in writing, by the Contracting Authority, to either proceed with the next phase or that PS wishes to withdraw any further support from the project and terminate the contract without further liability.
- 3.5 Public Safety Canada reserves the right to not proceed with Phase 2 of the contract and instead, re-solicit for bids for Phase 2 in another RFP process. The Contractor must not proceed to a subsequent phase until written approval is granted by the Contracting Authority.

The two phases are outlined as follows:

Phase 1

This Phase will consist of developing:

1. A buyback compensation model option for owners (including businesses) and determination of a pricing scheme for firearms. The model options must include, at a minimum, the following:
 - Identification of a proposed compensation structure for each affected firearm;
 - Analysis of benefits and risks associated with each compensation model; and
 - Identification of other considerations that may impact the feasibility of each approach and/or model.
2. A comprehensive program design option for the establishment and management of said potential buyback program. The design options must align with the set of core principles, as provided by the PA/TA and with the key phases of the program, as currently envisioned by the PA/TA. These phases include: Notification, Self-Declaration, Collection, Storage, Validation, Destruction, Compensation and Reporting. The program design options must include, at a minimum, the following:
 - estimated costs associated with the various activities that would be undertaken at each phase of the program;
 - analysis of the benefits and risks of each option;
 - identification of other considerations that may impact the feasibility of each option.

There will be a decision point in the contract after the completion of Phase 1 subject to Public Safety Canada approval. If authorized, the Contractor may be requested to provide additional services during the Optional Contract period. The requirements will be defined and authorized through Task Authorizations in support of the project. The scope of the additional services under Phase 2 may include but are not limited to the following:



ANNEX A – STATEMENT OF WORK

Phase 2

This Phase will consist of

1. reviewing and revising, where required, the program design steps and processes to align with the decision made at the end of Phase 1. This phase will also include the implementation of the selected process options, associated controls and system improvements, if required.

Detailed requirements for Phase 2 will be clarified following the decision point at the end of Phase 1 and will be communicated through a Task Authorization process.

4. PHASE 1: TASKS

In accordance with both the draft proposed approach and methodology and work plan submitted as part of its proposal, the Contractor must perform the following tasks by March 31, 2021. The Contractor should note that while this date is firm at the time of contract award, this date may be extended should circumstances arise that are unanticipated by Public Safety. However, it is not anticipated that there will be any such circumstance so as to require an extension to the delivery date. In the event that the delivery date is extended, the work must be conducted in accordance with any amendment as issued by the Contracting Authority and per any revised work plan that is approved by the Project Authority.

- 4.1 Participate in a kick off meeting with the PA/TA and other stakeholders within three days of contract award to discuss the overall scope, the Contractor's proposed work plan and methodology from the technical proposal prior to initiating any work under the contract.
- 4.2 Throughout the course of the work, the Contractor must document and submit meeting minutes/records of discussions to support the analysis and the developed options and submit to the PA/TA for review and approval.
- 4.3 Prepare and update the work plan and approach and methodology based on discussions during the kick off meeting. The work plan must indicate the level of effort and interdependencies among tasks and activities and provide detail on how project deliverables will be developed. In addition, the document must specify any changes to the approach and methodology and must include analyses, including data limitations and assumptions associated with each requirement. These documents must be submitted to the PA/TA for review and approval.
- 4.4 Throughout the course of the work, the Contractor must submit status reports as requested by the PA/TA that includes tasks completed to date.
- 4.5 Based on the Compensation Model options requirements identified in Phase 1 in Section 3 (above), the Contractor must:
 - 4.5.1 Conduct a review of existing compensation models to identify lessons learned and best practices that could be applied to the Canadian policy and legal and regulatory contexts. The study would include:
 - Case studies examining existing compensation models employed for the implementation of a similar buyback program in other jurisdictions; and,
 - To the extent reasonable, case studies should analyze the reasons for which specific compensation models were chosen, the degree of success of such models, and report on any external assessments of them.



ANNEX A – STATEMENT OF WORK

- 4.5.2 Conduct an analysis of the compensation models as identified including, but not limited to, elements such as:
- Fair market price structure;
 - Cost assumptions;
 - Provisions for setting service level standards;
 - Operations approach with particular emphasis on security and availability;
 - Human resource requirements; and
 - Other costs and considerations.
- 4.5.3 Complete a feasibility assessment of the proposed compensation models for the implementation of a national buyback program for newly-prohibited firearms, including:
- Evaluation criteria and supporting framework for pricing models;
 - Based on findings from the analysis, professional expertise, and knowledge of the Canadian market, the identification of a range of issues for further consideration and analysis, including but not limited to:
 - Public policy considerations
 - Advantages and disadvantages
 - Protection of the interest of public safety
 - Timing
 - Business issues
 - Regional differences and challenges
 - Implementation risk
 - Potential implication for the implementation of gun control measures; and
 - The identification and prioritization of strategies that require further analysis.
- 4.5.4 Definitions of compensation model options with their application approaches;
- 4.6 Based on the Comprehensive Program Design Option requirements as identified Phase 1 in Section 3 (above), the Contractor must:
- 4.6.1 Develop comprehensive program design options for the establishment and management of said potential buyback program.
- 4.6.2 Work with various key partners to develop program design options including the following considerations:
- High level feasibility and risk assessment;
 - Governance structure; accountabilities and roles and responsibilities;
 - Compliance with the related policies and procedures (internal controls – financial and process);
 - Operations approach with particular emphasis on security and availability;
 - IT limitations/improvement requirements;
 - Provisions for setting service level standards;
 - Costing analysis for each developed program design option (broken down by step), this would include required financial and human resources (e.g. conceptual description of the organization of management team, approximate size of the organization, key functions required);
 - Other costs and considerations.
- 4.7 As the work progresses, the Contractor must provide and deliver presentations with an overview of key findings to date, including data limitations and key assumptions. These presentations may be requested throughout the course of the work.



ANNEX A – STATEMENT OF WORK

- 4.8 Write and submit to the PA/TA for review and approval both draft and final versions of a report that articulates the results of research and analysis for the Compensation Models and the Comprehensive Program Design Options and that include, at a minimum, the following elements:
- 4.8.1 Methodology used to conduct the analysis including data limitations and assumptions;
 - 4.8.2 Analysis of compensation models;
 - 4.8.3 Analysis of program design models including governance, internal controls and risk assessment; and,
 - 4.8.4 Feasibility (including but not limited to benefits, risks, timeframes, costing) of strategies and proposed options for both the compensation models and business process options.
- Multiple drafts of the report may be required before the PA/TA provides approval on the final version.
- 4.9 Develop and submit to the PA/TA a summary and/or deck with the final report analysis and options. The Contractor may be required to present the deck to senior management and/or stakeholders.
- 4.10 Throughout the course of the work, the Contractor may be required to submit multiple versions of deliverables prior to the PA/TA providing final approval. The PA/TA will provide ongoing feedback to the Contractor to support the development of all deliverables.

5. **PHASE 2: TASKS**

After the completion of Phase 1 of the work, Public Safety will decide, in its sole discretion, whether or not to proceed with Phase 2 of the work as described below. If the Contractor is authorized to proceed with Phase 2, a contract amendment will be issued by the Contracting Authority to authorize the contractor to provide the additional services. However, all work under Phase 2 of the Contract will be defined and authorized through Task Authorizations. Any additional services that may be requested will fall within the parameters of the project scope described herein.

The scope of the additional services under Phase 2 may include but are not limited to the following:

- 5.1 Review and revise, where required, the program design steps and processes to align with the decisions made at the end of Phase 1.
- 5.2 Prepare a methodology and work plan with associated timelines and milestones with the PA/TA for their review and approval pertaining to Phase 2 of the project.
- 5.3 Alongside the PA/TA and other key stakeholders, participate in a kick-off meeting, and regular update meetings.
- 5.4 Document meeting minutes/records of discussions to support the analysis and the developed options.
- 5.5 Updated project charter that includes RACI chart, implementation milestones, and timelines for the selected option.



ANNEX A – STATEMENT OF WORK

- 5.6 Develop performance measurement documents (logic model, performance measurement strategy/performance information profile, indicators, targets, and data collection approach) for the program according to the selected process.
- 5.7 Provide an implementation plan (report and/or deck) for PA/TA and Senior management approval.
- 5.8 Obtain PA/TA and other required approval of key steps and documents for the implementation of the revised program processes and controls.
- 5.9 Work with the various key players to implement the program.
- 5.10 Consult with PA/TA for any process adjustment during the program implementation.
- 5.11 Develop a methodology and conduct testing to ensure that program process and controls implementation is adequate.
- 5.12 Provide status reports as requested, including tasks completed to date, as well as the number of hours worked on the project.

6. **DELIVERABLES**

Unless otherwise agreed upon following the submitted work plan, the contractor is required to produce the following deliverables:

Phase 1:

- 6.1 Revised methodology.
- 6.2 Revised work plan.
- 6.3 Ongoing meeting minutes/record of discussions.
- 6.4 The Contractor must submit both a draft and final version of a report that details the Compensation Model options, including definition and application approaches and related findings with supporting analysis (including substantiated source documentation e.g. literature review, case study, feasibility assessment, etc.). The report must be in accordance with the approved work plan, approach and methodology, and in accordance with direction provided by the Project Authority. Public Safety and the Contractor will establish an agreed upon turnaround time for Public Safety to finalize its review for each iteration. The development of the draft version of the report must be an iterative process (but will not exceed three iterations) between Public Safety and the Contractor and must include the ongoing provision of input during its development, including ongoing partner and stakeholder feedback. The draft version must be in conformance with the agreed upon approach and incorporate all feedback. The Contractor must provide up to three iterations of the draft report. For the final version of the report, the Contractor must incorporate actionable feedback provided by the Project Authority.
- 6.5 The Contractor must submit both a draft and final version of a report that details the Comprehensive Program Design Options related findings with supporting analysis (including substantiated source documentation e.g. documented process flows, feasibility assessment, provisions for setting service level standards, pricing analysis etc.). The report must be in accordance with the approved work plan, approach and methodology, and in accordance with direction provided by the Project Authority. Public Safety and the Contractor will establish an



ANNEX A – STATEMENT OF WORK

agreed upon turnaround time for Public Safety to finalize its review for each iteration. The development of the draft version of the report must be an iterative process (but will not exceed three iterations) between Public Safety and the Contractor and must include the ongoing provision of input during its development, including ongoing partner and stakeholder feedback. The draft version must be in conformance with the agreed upon approach and incorporate all feedback. The Contractor must provide up to three iterations of the draft report. For the final version of the report, the Contractor must incorporate actionable feedback provided by the Project Authority.

6.6 Ongoing presentations/decks.

6.7 Ongoing status reports.

Phase 2: * Deliverables subject to the revised scope through the Task Authorization process and work plan submitted for Phase 2.

- 6.8 Methodology and Work Plan
- 6.9 Meeting minutes/record of discussions
- 6.10 Project Charter
- 6.11 Performance Measurement Documents
- 6.12 Implementation Plan
- 6.13 Testing methodology and results
- 6.14 Status Reports

All deliverables must be submitted in draft form as identified in the detailed Work Plan to allow review and comment by the PS PA/TA. The Contractor will be required to submit revised drafts within the agreed upon timeframe dependent on the required edits and established deadlines. Deliverables will only be considered final upon written confirmation by the PA/TA.

The contractor must provide all electronic copies of deliverables using the Microsoft Office Suite of software (version 2016).

7. LOCATION OF WORK

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

Travel outside the National Capital Region (NCR) will not be required.

8. LANGUAGE OF WORK

- 8.1 All communications with PS staff and the Canadian public (if applicable) must be performed in the official language (English or French) preferred by the employee/citizen.
- 8.2 One of the Bidder's senior resources must be able to speak, read and write in both English and French fluently and accurately on all levels normally pertinent to professional needs. The resource must be able to tailor to both English and French audience needs and discuss in depth highly abstract or unfamiliar topics. The resource must be able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion, and understand most forms and styles of speech, while showing sensitivity to social and cultural references. The



ANNEX A – STATEMENT OF WORK

resource must be able to deliver professional briefings in both English and French to senior officials.

- 8.3 It is expected that the day to day work and final deliverables will be submitted in English.

9. **POLICY ON GREEN PROCUREMENT**

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

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



ANNEX B – BASIS OF PAYMENT

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

1. BASIS OF PAYMENT

1.1 Phase 1: Professional Services

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, as detailed in Annex A, Statement of Work, the Contractor will be paid firm fixed price of **\$1,042,000.00**, GST or HST extra. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable and any applicable taxes extra.

1.2 Phase 1: Method of Payment

Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and 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; and
- c) the Work delivered has been accepted by Canada.

All payments are subject to government audit.

1.2.1 Schedule of Milestones

Item	Tasks and Deliverables	Value	Delivery date
Milestone 1:Project Kick-off	Finalized Work Plan	\$52,100.00 5%	Per approved work plan
Milestone 2: Completion of Discovery Phase	Two 2 Workshops, Methodology, Consultation Plan, Stakeholder List	\$416,800.00 40%	Per approved work plan
Milestone 3: Proposed Compensation Framework (Draft)	Models Reviewed and Pros/Cons of Each, Proposed Compensation Model, and Gaps and Recommendations	\$208,400.00 20%	Per approved work plan
Milestone 4: Proposed Design Framework (Draft)	Options Reviewed and Pros/Cons of Each, Findings and Recommendations	\$208,400.00 20%	Per approved work plan
Milestone 5: Final Compensation Model and Program Design	Final Compensation Model and Program Design including key elements from milestones 3 and 4 above	\$156,300.00 15%	Per approved work plan



ANNEX B – BASIS OF PAYMENT

1.2 Phase 2: Optional Professional Services

s.17
s.19(1)
s.20(1)(b)

Resource Category	Name of Proposed Resource	Firm per diem rate
[Redacted Content]		
Total estimated number of days:		
Total estimated cost:		\$350,166.70

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

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

The firm all inclusive rates specified above are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing or other operating costs unless specified elsewhere in the contract. Accordingly, separate billing of any items related to the routine cost of doing business will not be permitted.

1.3 Total Cost

Phase 1 Firm Amount	\$1,042,000.00
Optional Phase 2, Estimated amount	\$350,166.70
TOTAL ESTIMATED AMOUNT:	\$1,392,166.70

2. PAYMENT PERIOD

Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section entitled Interest on Overdue Accounts of the General Conditions.

If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the



ANNEX B – BASIS OF PAYMENT

date specified in subsection 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

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

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

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



ANNEX C – SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#36



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
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 Public Safety	2. Branch or Directorate / Direction générale ou Direction Firearms Buyback Program	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Public Safety Canada is seeking provide professional services for the development of range of options and approaches to inform the design and implementation/management of a potential buy-back program for the recently prohibited firearms.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input 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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ANNEX C – SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#36



Government of Canada / Gouvernement du Canada

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

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

TBS/SCT 350-103/2304/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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ANNEX C – SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#36



Government of Canada / Gouvernement du Canada

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMBOD				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMBOD TOP SECRET / COMBOD TRÈS SECRET	PROTECTED / PROTÉGÉ			TOP SECRET / TRÈS SECRET	
											A	B	C		CONFIDENTIAL / CONFIDENTIEL
Information / Assets / renseignements / biens / Production		✓													
IT Media / Support TI															
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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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ANNEX C – SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#36



Government of Canada / Gouvernement du Canada

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Digitally signed by [redacted] Date: 2020/07/29 13:43:04 -0400
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date July 29, 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	[redacted]
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2020/07/30
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	[redacted]
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Digitally signed by [redacted] Date: 2019.10.30 20:57:40 -0400
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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ANNEX D – SECURITY GUIDE

Firearms Buyback Program

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

1.1 Personnel security screening level requirements for RELIABILITY STATUS:

Resources holding a security screening at the RELIABILITY STATUS level **MAY NOT** be used for ANY portion of the work described in the Statement of Work at Annex A.

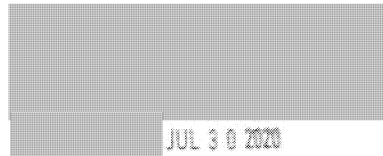
1.2 Personnel security screening level requirements for SECRET security clearance:

ALL resources **MUST** hold, at a minimum, a valid SECRET security screening to perform, in whole or in part, the work described in the Statement of Work at Annex A.

1.3 Unscreened Personnel

Unscreened personnel **MAY NOT** be used for ANY portion of the work described in the Statement of Work at Annex A.

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ANNEX E – SAMPLE TAX AUTHORIZATION FORM

TASK AUTHORIZATION FORM	
Contract Number	
Task Authorization (TA) No.	
Date Issued:	
Delivery Date:	
Contractor's Name and Address	
Original Authorization	
Total Estimated Cost of Task:	\$
Estimated Taxes (13 % HST):	\$
Total Estimated Amount:	\$
Estimated cost of Travel (if applicable)	\$
GRAND TOTAL:	\$
Section A – Required Work	
Section B – Applicable Basis of Payment	
Section C – Cost Breakdown of Task	
Section D – Applicable Method of Payment	
Authorization	
By signing this TA, the Project Authority and the Contracting Authority, certifies that the content of this TA is in accordance with the Contract.	
Name of Project Authority: _____	
Signature _____	Date _____
Name Public Safety Contracting Authority: _____	
Signature _____	Date _____
Contractor's Signature	
Name and title of individual authorized to sign for the Contractor	

Signature _____	Date _____



ANNEX F – NON-DISCLOSURE AGREEMENT

This non-disclosure agreement was signed by the Contractor prior to contract award.

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

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

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

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

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

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

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

5. At the written request of Canada or at the expiry or termination of our Contract, we will immediately deliver to the Contracting Authority of Canada all hard copies of all Confidential Information that have come into our possession or have been made in the performance of the Contract as well as every draft, working paper and note that contains any of the Confidential Information, and we will immediately destroy all electronic records of any of those, unless we are obligated by law to keep a copy.



ANNEX F – NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Signature:

(I have authority to bind the Company)



ANNEX F – NON-DISCLOSURE AGREEMENT

This non-disclosure agreement was signed by the Contractor’s employees prior to contract award. If, during the course of the contract, the Contractor adds additional resources and/or subcontractors, they will also be required to sign and submit this non-disclosure agreement prior to commencing any work.

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

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

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

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

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



ANNEX F – NON-DISCLOSURE AGREEMENT

into my possession or have been made in the performance of the Contract as well as every draft, working paper and note that contains any of the Confidential Information, and I will immediately destroy all electronic records of any of those, unless I am obligated by law to keep a copy.

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

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

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

Name: _____

Title: _____

Signature:





Public Safety Canada
269 Laurier Avenue West
Ottawa ON K1A 0P8

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

s.17

The referenced document is hereby amended; unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié; sauf indication contraire, les modalités du contrat demeurent les mêmes.

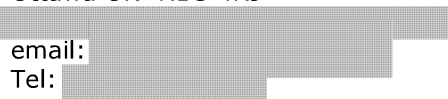
The vendor hereby accepts/acknowledges this amendment Le fournisseur accepte la présente modification/en accuse réception	
e-Signed by 	2021-01-21
 IBM Services	
Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractère d'impression)	Signature
	Date





Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

IBM Canada Limited
3755 Riverside Drive
Ottawa ON K1G 4K9

email:
Tel:



PWGSC File No. - N° de référence des TPSGC E60ZT-16TSSB/070/ZT		
Date of Amendment - Date de la modification 2021-01-14	No. - N° 1	
Contract No. - N° du contrat 7247366		
Requisition No. - N° de la demande		
Order Office Bureau demandeur OD160	Yr An 21	Serial No. N° de série 1502-1
Financial Code(s) - Code(s) financier(s) 4060/C2CA00		
Destination Public Safety Canada 269 Laurier Avenue West Ottawa, Ontario K1A 0P8		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: Attention: Public Safety Canada 269 Laurier Avenue West Ottawa, Ontario K1A 0P8 Email: invoice_processing@ps-sp.gc.ca		
Increase Augmentation \$0.00	Address inquiries to: Adresser toute demande de renseignements à: 	
Decrease Diminution \$0.00	Telephone No. N° de téléphone	Facsimile No. N° de télécopieur
Revised estimated cost Nouvelle estimation des coûts \$1,177,460.00	For the Minister - Pour le Ministre  Digitally signed by Date: 2021.01.20 10:17:01 -05'00'	



AMENDMENT #1

This amendment is raised to modify the following terms and conditions:

Delete Article 1.2, Phase 2: Optional Professional Services, in Annex B, Basis of Payment, in its entirety and replace with the following:

1.2 Phase 2: Optional Professional Services

Resource Category	Name of Proposed Resource	Firm per diem rate
[Redacted Content]		
Total estimated number of days:		
Total estimated cost:		\$350,166.70

s.17
s.19(1)
s.20(1)(b)

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

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

The firm all inclusive rates specified above are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing or other operating costs unless specified elsewhere in the contract. Accordingly, separate billing of any items related to the routine cost of doing business will not be permitted.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Public Safety Canada
269 Laurier Avenue West
Ottawa ON K1A 0P8


CONTRACT AMENDMENT MODIFICATION AU CONTRAT

s.17

The referenced document is hereby amended; unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié; sauf indication contraire, les modalités du contrat demeurent les mêmes.

The vendor hereby accepts/acknowledges this amendment
Le fournisseur accepte la présente modification/en accuse réception

 **E-SIGNED by [Redacted]**
on 20:10:04 GMT

2021-03-30

IBM Services

Name, title of person authorized to sign (type or print) Signature Date
Nom et titre du signataire autorisé (caractère d'impression) Signature Date



Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

IBM Canada Limited
3755 Riverside Drive
Ottawa ON K1G 4K9

email: [Redacted]
Tel: [Redacted]

PWGSC File No. - N° de référence des TPSGC E60ZT-16TSSB/070/ZT		
Date of Amendment - Date de la modification 2021-03-29	No. - N° 2	
Contract No. - N° du contrat 7247366		
Requisition No. - N° de la demande		
Order Office Bureau demandeur OD160	Yr An 21	Serial No. N° de série 1502-1
Financial Code(s) - Code(s) financier(s) 4060/C2CA00		
Destination Public Safety Canada 269 Laurier Avenue West Ottawa, Ontario K1A 0P8		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: Attention: Public Safety Canada 269 Laurier Avenue West Ottawa, Ontario K1A 0P8 Email: invoice_processing@ps-sp.gc.ca		

Increase Augmentation \$0.00	Address inquiries to: Adresser toute demande de renseignements à: [Redacted]	
Decrease Diminution \$0.00	Telephone No. N° de téléphone	Facsimile No. N° de télécopieur
Revised estimated cost Nouvelle estimation des coûts \$1,177,460.00	For the Minister - Pour le Ministre [Redacted]	Digitally signed by [Redacted] Date: 2021.03.30 08:07:17 -04'00'



AMENDMENT #2

Amendment #2 is to extend the period of the contract; therefore all parties agree as follows:

A. Article 7.1 Period of the Contract under

7.1 Period of the Contract

The period of the Contract is from date of Contract award to **May 14, 2021**.

B. ALL OTHERS TERMS AND CONDITIONS.

Public Safety Canada
269 Laurier Avenue West
Ottawa ON K1A 0P8

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

s.17

The referenced document is hereby amended; unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié; sauf indication contraire, les modalités du contrat demeurent les mêmes.

The vendor hereby accepts/acknowledges this amendment
Le fournisseur accepte la présente modification/en accuse réception

E-SIGNED by [Redacted] **2021-05-14**
on 18:41:11 GMT

Name, title of person authorized to sign (type or print) Date
Nom et titre du signataire autorisé (caractère d'impression) Signature

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

IBM Canada Limited
3755 Riverside Drive
Ottawa ON K1G 4K9

email: [Redacted]
Tel: [Redacted]

PWGSC File No. - N° de référence des TPSGC E60ZT-16TSSB/070/ZT		
Date of Amendment - Date de la modification 2021-05-13	No. - N° 3	
Contract No. - N° du contrat 7247366		
Requisition No. - N° de la demande		
Order Office Bureau demandeur OD160	Yr An 21	Serial No. N° de série 1502-1
Financial Code(s) - Code(s) financier(s) 4060/C2CA00		
Destination Public Safety Canada 269 Laurier Avenue West Ottawa, Ontario K1A 0P8		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: Attention: Public Safety Canada 269 Laurier Avenue West Ottawa, Ontario K1A 0P8 Email: invoice_processing@ps-sp.gc.ca		

Increase Augmentation \$395,688.37	Address inquiries to: Adresser toute demande de renseignements à: [Redacted]	
Decrease Diminution \$0.00	Telephone No. N° de téléphone	Facsimile No. N° de télécopieur
Revised estimated cost Nouvelle estimation des coûts \$1,573,148.37	Digitally signed by [Redacted] Date: 2021.05.13 17:00:35 -04'00'	



AMENDMENT #3

Amendment #3 is to exercise the optional services under Phase 2; therefore, all parties agree as follows:

A. Article 7, Term of Contract, under Articles of Agreement, is deleted in its entirety and replaced with the following:

7. TERM OF CONTRACT

7.1 Period of the Contract

The period of the Contract is from date of Contract award to **March, 31, 2023**.

7.2 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

B. Article 9 Payment, under Articles of Agreement, is deleted in its entirety and replaced with the following:

9. PAYMENT

Canada's Total Responsibility

Limitation of Expenditure - Cumulative Total from Phase 1 and Phase 2

1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed **\$1,392,166.70 CDN**. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date,
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.



AMENDMENT #3

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

9.1 Phase 1 – Basis of Payment

9.1.1 Firm Fixed Price

Subject to the terms and conditions of this contract, and in consideration for the performance of the Work, Her Majesty shall pay to the Contractor a firm fixed price of **\$1,042,000.00**, excluding HST/GST.

9.2 Phase 2, Optional Services – Basis of Payment

9.2.1 Task Authorizations

For the work described in Section 5, Phase 2 – Tasks, Annex A, Statement of Work, one of the following basis of payment will form part of the approved Task Authorizations:

Basis of Payment A – Firm Fixed Price TA

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

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

Basis of Payment B – TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA. Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the approved TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the TA Approval Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

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

whichever comes first.



AMENDMENT #3

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

Basis of Payment C – TA subject to Ceiling Price

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

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

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

9.2.2 *Limitation of Expenditure – Cumulative Total of all Approved Task Authorizations*

1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed **\$350,166.70**. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the final delivery date specified in the approved TA, or
 - (c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,

whichever comes first.

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

9.3 Phase 1 – Method of Payment

9.3.1 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:



AMENDMENT #3

- 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.

9.4 Phase 2, Optional Services – Methods of Payment

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

9.4.1 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

9.4.2 Milestone Payments

Canada will pay the Contractor for work performed 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.

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

Milestone No.	Deliverable	Firm Amount	Delivery Date:
1		\$	
2		\$	
3		\$	

9.4.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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



AMENDMENT #3

9.5 SACC Manual Clauses

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

C. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.