

**Canadian Institutes
of Health Research
(CIHR)**

**Request for Proposal
(RFP)**

RFP

Closing Date and Time

October 15, 2013, 14:00 hours Ottawa, Ontario, Canada time

RFP Reference Number: CIHR-AUD-2013



NOTICE TO BIDDERS – STRICT COMPLIANCE

THIS REQUEST FOR PROPOSAL (RFP) IS GOVERNED BY THE CANADIAN COMPETITIVE BIDDING LAWS. THESE LAWS REQUIRE THE OWNER (CIHR) WHO ISSUES AN RFP TO CONDUCT THE COMPETITION IN ACCORDANCE WITH THE DECLARED RULES OF THE RFP.

AS A RESULT, BIDDERS MUST BE FULLY COMPLIANT WITH ALL MANDATORY REQUIREMENTS OF THE RFP. WE HAVE CHOSEN NOT TO CREATE ANY OWNER DISCRETION TO WAIVE NON-COMPLIANCE AND WILL THEREFORE DISQUALIFY ANY BID WHICH DOES NOT MEET THE MANDATORY REQUIREMENTS OF THE RFP.

FOR YOUR BID TO BE CONSIDERED RESPONSIVE, THE BIDDER MUST COMPLY WITH ALL THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL (RFP), IDENTIFIED AS MANDATORY. MANDATORY CRITERIA ARE ALSO EXPRESSED BY USING IMPERATIVE VERBS SUCH AS “SHALL”, “MUST”, AND “WILL”.

WE URGE ALL BIDDERS TO READ THE RFP CAREFULLY AND ENSURE THEIR BID IS COMPLIANT IN ALL ASPECTS.

Part 1 General Information

1.0 Objective

1.1 The objective of this Request for Proposal (RFP) is to select a supplier to enter into a contract with the Canadian Institutes of Health Research (CIHR), to provide the services described in the Statement of Work, attached hereto as Appendix “A”.

2.0 Period of Contract

2.1 The resulting contract will be in effect from **November 1, 2013**, up to and including **July 31, 2016**. However, in the event of unusual circumstances, the period of the contract could take effect at a sooner or later date.



2.2 Option to Extend the Contract

2.2.1 The Contractor grants to CIHR the irrevocable option to extend the term of the contract by up to two (2) optional periods of up to one (1) year each under the same terms and conditions. The CIHR may exercise these options at any time by sending a notice to the Contractor at least fifteen (15) calendar days prior to the contract expiry date.

2.2.2 The Contractor agrees that, during the extended period of the Contract, the rates and prices will be in accordance with the provisions of the Contract.

2.2.3 The option(s) may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a formal contract amendment.

3.0 Security Requirements

3.1 All Contractor's proposed personnel, including subcontractors, involved in the work, **must** have a valid individual security screening at the level of **Secret** as granted by the Canadian Federal Government, prior to the award of any resulting contract and at all times during the period of the contract. Any bidder who fails to meet this requirement shall be given no further consideration.

3.2 During the period of any resulting contract, the Contractor shall not remove, without the written permission from the CIHR Project Authority, any classified or protected information from any CIHR work sites. The Contractor must ensure that his/her personnel, including any subcontractors, are made aware of and comply with these security requirements.

3.3 The Contractor shall be responsible to identify the security requirements of the contract to their subcontractors and must ensure that these requirements are complied with by subcontractors.



Part 2 Standard Instructions, Clauses and Conditions

1.0 Submission of Bids

1.1 CIHR requests that each bid contain a covering letter signed by the Bidder or by an authorized representative of the Bidder. The covering letter should reference the RFP reference number. The Bidder's signature indicates acceptance of the terms and conditions set out and/or referenced herein. The signatory must have authority to commit the organization by making such a proposal. A contract will not be awarded until a signed covering letter from the Bidder is received by the CIHR. If the Bidder fails to provide a signed covering letter when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.

1.2 If a bid is being submitted by a joint venture, the bid must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture or a statement must be provided to the effect that the signatory represents all members of the joint venture.

1.3 In joint venture bids, only one of the parties must function as the prime Contractor and assume full responsibility for the execution of the contract and performance of the work. Therefore, bidders must identify in their bid who the prime Contractor will be.

1.4 It is the Bidder's responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a bid;
- (b) prepare its bid in accordance with the instructions contained in the RFP;
- (c) submit by closing time and date a complete bid;
- (d) send its bid only to the Contracting Authority named in paragraph 3.0 below;
- (e) provide a contact name, address, telephone number and email address in its bid;
- (f) ensure that the Bidder's name, return address, the RFP number, and the RFP closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
- (g) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

1.5 Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the RFP. Upon notification to the responsive



bidders, CIHR reserves the right in its sole discretion to extend the bid validity period at any time for up to thirty (30) calendar days.

1.6 Bids and/or amendments thereto, will only be accepted by CIHR if they are received at the address indicated below, on or before the closing date and time specified herein.

1.7 Bids received on or before the stipulated RFP closing date and time will become the property of CIHR and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.

1.8 Except as specifically provided otherwise in the RFP, CIHR will evaluate a bidder's bid only on the documentation provided as part of its bid. CIHR will not evaluate information not submitted with the bid, such as references to website addresses where additional information can be found or technical manuals or brochures not submitted with the bid.

2.0 Closing Date and Time

2.1 Bids must be received by the Contracting Authority **only**, at the address indicated in paragraph 3.0, **no later than October 15, 2013, 14:00 hours Ottawa, Ontario, Canada time.**

3.0 Contracting Authority

Canadian Institutes of Health Research
160 Elgin Street, 10th Floor, Room 501-B
Ottawa, Ontario
K1A 0W9

Attention: Matthew Muir
Telephone: 613-957-6118
Fax: 613-954-1800
Email: matthew.muir@cihr-irsc.gc.ca

4.0 Late Bids

4.1 The Bidder has sole responsibility for the timely receipt of a bid by CIHR and cannot transfer this responsibility to CIHR. CIHR will not assume responsibility for bids that are directed to a location other than the one stipulated in paragraph 3.0.

4.2 CIHR will return bids delivered after the stipulated RFP closing date and time referred to in paragraph 2.1, unless they qualify as a delayed bid.



4.3 A bid received after the closing date and time but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by CIHR, after the bid has been received at the location stipulated in paragraph 3.0.

4.4 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by CIHR.

5.0 Transmission by Facsimile or Other Electronic Means

5.1 The submission of bids by facsimile or other electronic means **WILL NOT** be accepted.

5.2 The bids must be delivered to the location and by the time and date stipulated herein.

6.0 Legal Capacity

6.1 The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

7.0 Rights of CIHR

7.1 CIHR reserves the right in its sole discretion to:

- (a) reject any or all bids received in response to the RFP;
- (b) accept any bid in whole or in part without negotiations;
- (c) during the evaluation, members of the evaluation team may, at their discretion, submit questions to or conduct interviews with Bidders, at Bidder cost, to seek clarification and/or verify any or all information provided by the Bidder with respect to this RFP;
- (d) to award one or more contracts, if applicable;
- (e) not to accept any deviations from the stated terms and conditions;
- (f) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (g) contact any or all references supplied by bidders to verify and validate any information submitted in their bid, if applicable;
- (h) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties deemed reliable by CIHR;



- (i) to incorporate all, or any portion of the Statement of Work, RFP and the successful bid in any resulting contract;
- (j) cancel the RFP at any time without liability;
- (k) reissue the RFP without liability;
- (l) if no compliant bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by CIHR; and
- (m) not to award a contract in part or at all.

7.2 Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

8.0 Vendor Performance

8.1 CIHR may reject a bid where any of the following circumstances are present:

- (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under Section 121 (Frauds on the Government and Contractor subscribing to election fund), Section 124 (Selling or purchasing office), Section 366 (Forgery), Section 422 (Criminal Breach of Contract), Section 426 (Bribes and Criminal Kickbacks), or Section 418 (Selling defective stores to Her Majesty) of the Criminal Code; or,
- (b) with respect to current or prior transactions with the Government of Canada
 - (i) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (ii) evidence, satisfactory to CIHR, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - (iii) the Government of Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid;
 - (iv) CIHR determines that the Bidder's performance on other Government of Canada contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the requirement in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

8.2 Where CIHR intends to reject a bid pursuant to a provision of paragraph 8.1 the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid



rejection.

9.0 Communications - Solicitation Period

9.1 To ensure the integrity of the competitive bid process, all enquiries and other communications regarding the RFP, must be directed in writing, only to the Contracting Authority identified in the RFP. Failure to comply can, for that reason alone, result in the disqualification of the bid.

9.2 To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided to all bidders, without revealing the sources of the enquiries.

10.0 Costs

10.1 No payment will be made for costs incurred, in the preparation and submission of a bid in response to the RFP. Costs associated with preparing and submitting a bid as well as any other costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

10.2 No costs incurred relating to the Work before the receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any CIHR personnel other than the Contracting Authority. The Contracting Authority is the only authority which can commit CIHR to the expenditure of the funds for this requirement.

11. Conflict of Interest - Unfair Advantage

11.1 In order to protect the integrity of the procurement process, bidders are advised that CIHR may reject a bid in the following circumstances:

- (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFP;
- (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in CIHR's opinion, give the Bidder an unfair advantage.

11.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by CIHR as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.



- 11.3 Where CIHR intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within CIHR's sole discretion to determine whether a conflict of interest or unfair advantage exists.

Part 3 Bid Preparation Instructions and Evaluation Procedures

- 1.0 Bidders must provide copies of their bid in separately bound sections as follows:

Section I: Technical Bid: One (1) original and 3 copies
Section II: Financial Bid: One (1) original copy

Note: Bidders are requested to provide one (1) original copy of the Certifications (Appendix D) separately bound with their bid.

1.1 Section I: Technical Bid

Unless otherwise indicated, the technical bid must address clearly and in sufficient depth all requirements of this RFP as described in Appendices “A” and “B”.

1.2 Section II: Financial Bid

1.2.1 The Bidder must submit its financial bid in accordance with the Basis of Payment, attached hereto as Appendix “C”. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

1.2.2 PRICE MUST NOT APPEAR IN ANY OTHER AREA OF THE BID EXCEPT IN THE FINANCIAL BID OR ELSE THE BID MUST BE DISQUALIFIED.

1.3 Certifications

1.3.1 The certifications in Appendix “D”, Certifications, should be completed, signed and submitted with your bid. A contract will not be awarded until all certifications have been signed by the Bidder and received by CIHR. If the Bidder fails to provide the certifications when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.

1.3.2 Compliance with the certifications the Bidder provides to CIHR is subject to verification by CIHR during the bid evaluation period (before award of a contract) and



after contract award. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications before award of a contract. The bid will be declared non-responsive if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will render the bid non-responsive.

2.0 Evaluation Procedures

2.1 Bids will be assessed in accordance with the entire requirement of this RFP including the technical (Appendices "A" and "B") and financial (Appendix "C") evaluation criteria. There are several steps in the evaluation process. Even though the evaluation and selection will be conducted in steps, the fact that CIHR has proceeded to a later step does not mean that CIHR has conclusively determined that the Bidder has successfully passed all the previous steps. CIHR may conduct steps of the evaluation in parallel.

2.2 An evaluation team composed of representatives of the CIHR will evaluate the bids. CIHR may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

Part 4 Resulting Contract

1.0 General Conditions

1.1 The General Conditions CIHR-IRSC 2007-02-01 shall form part of any resulting contract. They can be viewed at the following website address: <http://www.cihr-irsc.gc.ca/e/33598.html>.

2.0 Method of Payment

2.1 Refer to the General Condition (GC) 25 Payment, of the General Conditions CIHR-IRSC 2007-02-01.

3.0 Intellectual Property (IP)

All materials developed in the course of this Contract shall remain the property of the Canadian Institutes of Health Research.



Appendix “A” Statement of Work

1.0 Title:

Independent External Audit of CIHR’s Financial Statements

2.0 Background

2.1 Since its inception (June 2000), CIHR has prepared financial statements which were audited annually by the Office of the Auditor General (OAG) in accordance with the *CIHR Act*. CIHR has received an unqualified audit opinion every year with no material errors noted by the OAG.

2.2 Budget 2012 announced that the OAG would reduce the number of low-risk, non-cost-effective audits, including CIHR, commencing in the 2013-2014 fiscal year.

2.3 The OAG confirmed that the audit of the 2012-2013 financial statements would be their last at CIHR. CIHR senior management has determined that CIHR will continue its practice of having its annual financial statements audited. Engaging an external accounting firm to audit CIHR’s financial statements will help ensure that both Governing Council (GC) and the CIHR Audit Committee continue to receive independent assurance regarding the fair presentation of CIHR’s financial statements. Consequently CIHR is seeking the services of a private sector accounting firm to perform this function.

2.4 The CIHR financial statements, forming an integral part of the CIHR Annual Report, are prepared by management using the Government’s accounting policies, which are based on Canadian public sector accounting standards and are comprised of the Statement of Financial Position, the Statement of Operations and Departmental Net Financial Position, and the Statement of Change in Departmental Net Debt and the Statement of Cash Flows. Each fiscal year covered through the aforementioned statements is April 1st to March 31st. The CIHR Annual Report 2011-2012, including the CIHR Audited Financial Statements 2011-2012 can be found at: <http://www.cihr-irsc.gc.ca/e/45574.html>. The 2012-13 Audited Financial Statements can be found in the attachment/appendix.

The Canadian Institutes of Health Research organization

2.5 The Canadian Institutes of Health Research (CIHR) was established in June 2000 under the *Canadian Institutes of Health Research Act*, replacing the former Medical Research Council of Canada. It is listed in Schedule II to the *Financial Administration Act* as a departmental corporation.



2.6 CIHR's objective is to excel, according to international standards of scientific excellence, in the creation of new knowledge, and its translation into improved health, more effective health services and products, and a strengthened Canadian health care system. CIHR achieves these objectives through its strategic outcome of being a world-class health-research enterprise that creates, disseminates and applies new knowledge across all areas of health research.

2.7 CIHR is led by a President who is the Chairperson of a Governing Council. The Governing Council made up of up to 18 Canadians – each from a unique background and possessing an outstanding skill set – is CIHR's Board of Directors. Its members come together from across Canada to set the broad strategic direction for the creation of new knowledge and translation into better health for Canadians, better health services and products, and a stronger health care system.

2.8 CIHR has thirteen Institutes that focus on identifying the research needs and priorities for specific health areas, or for specific populations, then developing strategic initiatives to address those needs. Each Institute is led by a Scientific Director who is guided by an Institute Advisory Board, which strives to include representation of the public, researcher communities, research funders, health professionals, health policy specialists and other users of research results.

2.9 CIHR's grants, awards and operating expenditures are funded by budgetary authorities. Employee benefits are funded by statutory authorities. As one of three federal research granting councils, CIHR's annual budget is approximately \$975M to \$1B, whereby 93% to 94% is spent yearly on grants and awards. Total authorities provided by government and actual expenditures from 2009-2010 to 2011-2012 can be found at: <http://www.tbs-sct.gc.ca/ems-sgd/aegc-adgc-eng.asp>.

CIHR Financial Management Governance

2.10 CIHR's Financial Management Framework (FMF) articulates the appropriate context, expectations and requirements for sound financial management and internal control across all levels of management within CIHR, consistent with the *Financial Administration Act (FAA)* and Treasury Board (TB) policies.

2.11 The FMF objective is to ensure a robust financial management accountability structure exists that clearly articulates policy disciplines, governance structures, and processes and enablers that when applied effectively contributes to effectiveness and efficiency of program and service delivery across Portfolios. See attachment/appendix for a copy of the FMF.

2.12 CIHR adopted the CFO model six years ago which was instrumental in improving its ability to plan for, manage, monitor and evaluate its programs, initiatives and resources. The CFO's responsibilities are as follows:



2.12.1 Supports the President in achievement of his mandate as an independent, objective strategic advisor for business and financial management, including funding initiatives and resource allocation, and key steward with respect to relevant legislation, regulations, policies, directives and standards related to financial management;

2.12.2 The lead agency executive for all aspects of financial management, program financing, financial reporting and disclosure, and for dealing with central agencies and other stakeholders;

2.12.3 Develops, communicates and maintains the agency's FMF;

2.12.4 Ensures that robust risk-based account verification procedures are in place, in compliance with the *Financial Administration Act*;

2.12.5 Leads the financial component of the agency planning process on behalf of the President;

2.12.6 Assesses, in collaboration with the Executive Management Committee, principal business risks and financial resource implications of options and policy alternatives, and their impact on the agency's financial position;

2.12.7 Signing financial management representations and disclosures such as the Agency financial statements, including the Statement of Management Responsibility Including Internal Control Over Financial Reporting;

2.12.8 Provides the President with reasonable assurance that appropriate measures are taken to maintain an effective system of internal controls and that processes are in place to ensure the effectiveness of agency financial management;

2.12.9 Provides leadership and oversight on proper application and monitoring of financial management across the agency including establishing and communicating clear responsibilities for holders of positions with delegated financial authorities;

2.12.10 Provides a challenge function on financial management matters and use of public resources across the agency;

2.12.11 Signs off on all financial and related reports, submissions and disclosures of the agency requiring approval of the President;

2.12.12 Advises the President, if a proposed course of action will result in undue financial risk or control exposure for the agency or when the proposed course of action would not comply with the financial requirements of any legislation, regulation or policy;



2.12.13 Establishes proper training modules and communicates clear responsibilities to managers with delegated financial authorities;

2.12.14 Maintains financial management services and service standards that meet the needs of the agency and managers at every level; and

2.12.15 Provides functional guidance, leadership and direction to the financial community across the agency and is the primary contact point with the OCG and TBS on all agency financial resource management matters.

2.13 The CFO is supported by the Director, Finance, who is also the Deputy Chief Financial Officer (DCFO). The DCFO is responsible to oversee the day-to-day financial management activities. The CIHR Finance branch is composed of three (3) divisions, each headed by a Manager:

2.13.1 Financial Planning: Operational financial planning, budgeting and forecasting, performance reporting including estimates and supply reporting, financial management advisory services and review of collaborative agreements.

2.13.2 Financial Operations and Procurement: Procurement, corporate accounting services, including performing Section 33 authority responsibilities under the *Financial Administration Act (FAA)*, and external financial reporting, including the preparation of the annual financial statements which form an integral part of the CIHR annual report.

2.13.3 Financial Policy, Systems, Controls and Grants & Awards: Financial policy and policy-related training, financial systems maintenance, assessment of the design and operating effectiveness of CIHR's control framework, including the documentation and testing of financial processes, financial monitoring of funded eligible institutions and Grants & Awards (G&A) payment processing and post-award administration.

Key Financial Monitoring Activities

2.14 Financial Policy, Systems, Controls and G&A Activities:

2.14.1 The unit completes a financial statement risk-based assessment of the system of Internal Control over Financial Reporting (ICFR) in accordance with the Treasury Board Policy on Internal Control to support the Statement of Management Responsibility, including ICFR.

2.14.2 The unit uses a risk-based approach to focus on the design and operational effectiveness of financial and management controls that enable eligible institutions to fulfill their responsibilities related to the prudent management of grant and award funds as described in the Agreement on the Administration of Agency Grants and Awards by Research Institutions.



2.15 Internal Audit and Risk Management Activities – The unit assesses and makes recommendations on the effectiveness of mechanisms in place to ensure that the organization achieves its objectives and in a way that demonstrates informed, accountable decision-making with regard to ethics, compliance, risk, economy, and efficiency.

Financial Management Systems

2.16 CIHR utilizes the following five (5) different applications which are linked through interfaces: 1) Human Resources Information System (HRIS), 2) Public Works and Government Services Canada (PWGSC) Regional On-Line Pay System, 3) G/X Salary Forecasting System, 4) FreeBalance Financial Accounting System, and, 5) Electronic Information System (EIS), a customized database created and managed by CIHR.

2.17 The following are two (2) systems used in the Human Resources (HR) branch:

2.17.1 The Human Resources Information System (HRIS) is CIHR's internal system containing information on all CIHR positions and employees (salary, hiring and appointment dates, personal information, official languages, training, leave, vacation, etc.).

2.17.2 The PWGSC Regional On-Line Pay System is the public service payroll system used to process pay, insurance and pension.

2.18 The following are three (3) systems used in the Finance branch:

2.18.1 G/X Salary Forecasting System is CIHR's system used to forecast salary, enter salary budget and record line by line details of payroll.

2.18.2 Electronic Information System (EIS) is CIHR's internally developed software to manage the grants & awards payments.

2.18.3 FreeBalance Accountability Suite is CIHR's accounting system used to record all financial transactions, with the following fully functional modules: Appropriations, Purchasing, Expenditures, Revenues and General Ledger.

3.0 Objective(s)

3.1 To provide an independent external audit opinion on the financial statements of CIHR for fiscal years 2013-2014, 2014-2015, and 2015-2016. Independent external audit opinions on the financial statements of CIHR for fiscal years 2016-2017 and 2017-2018 may be required should CIHR exercise its options to extend the contract.



4.0 Tasks

4.1 The Contractor shall, for each fiscal year audit:

- 4.1.1 Set-out the terms and conditions of the audit in an Engagement Letter.
- 4.1.2 Meet with CIHR senior financial management and the Departmental Audit Committee (DAC) before the start of the audit, and on an as required basis thereafter, to discuss the audit approach and methodology by outlining the audit steps and activities, and what information/resources CIHR will be required to provide and obtain information on emerging issues that could impact the audit work.
- 4.1.3 Meet with CIHR senior financial management on a weekly basis, as required, to provide a verbal audit status update and discuss any significant issues, if applicable.
- 4.1.4 The meetings will be held at CIHR – 160 Elgin Street, Ottawa, Ontario – and CIHR staff will be responsible to set-up the date, time and room location.
- 4.1.5 Conduct an independent external audit on the financial statements of CIHR. This will include the following:
 - 4.1.5.1 Perform a review and gain an understanding of all relevant CIHR policies and procedures, including the ones applicable from the Treasury Board Policy Suite (<http://www.tbs-sct.gc.ca/pol/index-eng.aspx>);
 - 4.1.5.2 Perform a review and assessment and gain an understanding of CIHR's internal controls, financial system and accounting treatment feeding to the financial statements, in accordance with generally accepted auditing standards;
 - 4.1.5.3 Leverage the work performed by the Internal Audit unit, as applicable;
 - 4.1.5.4 Perform substantive audit procedures to corroborate the accuracy, completeness, valuation and presentation of account balances, operations components and all other financial statement figures, including specific testing on executive compensation;
 - 4.1.5.5 Perform a review of the adequacy of financial statements disclosure.
 - 4.1.5.6 Should the Contractor discover a material misstatement and/or condition which would lead to the inclusion of a qualified opinion in the Auditor's Report of CIHR financial statements, CIHR requires the Contractor to immediately inform and fully discuss such matters with the Chief Financial Officer (CFO) and the Deputy Chief Financial Officer (DCFO). The Contractor will be expected to allow for a reasonable period of time for the respective senior staff and/or Audit Committee to analyze and take corrective actions as to avoid the inclusion of such a qualification.



4.1.6 Review the Public Accounts in conjunction with the figures presented in the financial statements.

4.1.7 Report to the CFO, in a separate Management Letter, observations made during the course of the audit of any weaknesses in internal controls and systems along with recommendations for improvement. The letter shall also address and highlight non-compliance with policies and procedures, as well as operational issues with regards to efficiency and effectiveness.

4.1.8 Present the results of the audit to the Departmental Audit Committee at the DAC meeting.

4.1.9 Express an audit opinion on the financial statements of CIHR through an Independent Auditor's Report.

5.0 Deliverables

5.1 The Contractor shall:

Initial Contract Period:

5.1.1 Submit the Engagement Letter to the CFO prior to the Departmental Audit Committee (DAC) meeting in November 2013;

5.1.2 Submit the Provided by Client List by no later than February 1st, 2014;

5.1.3 Submit the Management Letter to the CFO prior to the DAC meeting in June 2014;

5.1.4 Present the results of the audit to the DAC at the DAC meeting in June 2014;

5.1.5 Submit the Independent Auditor's Report prior to the Governing Council meeting in June 2014.

Contract Year 2:

5.2.1 Submit the Engagement Letter to the CFO prior to the Departmental Audit Committee (DAC) meeting in November 2014;

5.2.2 Submit the Provided by Client List by no later than February 1st, 2015;

5.2.3 Submit the Management Letter to the CFO prior to the DAC meeting in June 2015;

5.2.4 Present the results of the audit to the DAC at the DAC meeting in June 2015;

5.2.5 Submit the Independent Auditor's Report prior to the Governing Council meeting in June 2015.



Contract Year 3:

- 5.3.1 Submit the Engagement Letter to the CFO prior to the Departmental Audit Committee (DAC) meeting in November 2015;
- 5.3.2 Submit the Provided by Client List by no later than February 1st, 2016;
- 5.3.3 Submit the Management Letter to the CFO prior to the DAC meeting in June 2016;
- 5.3.4 Present the results of the audit to the DAC at the DAC meeting in June 2016;
- 5.3.5 Submit the Independent Auditor's Report prior to the Governing Council meeting in June 2016.

Option Period 1 (if exercised):

- 5.4.1 Submit the Engagement Letter to the CFO prior to the Departmental Audit Committee (DAC) meeting in November 2016;
- 5.4.2 Submit the Provided by Client List by no later than February 1st, 2017;
- 5.4.3 Submit the Management Letter to the CFO prior to the DAC meeting in June 2017;
- 5.4.4 Present the results of the audit to the DAC at the DAC meeting in June 2017;
- 5.4.5 Submit the Independent Auditor's Report prior to the Governing Council meeting in June 2017.

Option Period 2 (if exercised):

- 5.5.1 Submit the Engagement Letter to the CFO prior to the Departmental Audit Committee (DAC) meeting in November 2017;
- 5.5.2 Submit the Provided by Client List by no later than February 1st, 2018;
- 5.5.3 Submit the Management Letter to the CFO prior to the DAC meeting in June 2018;
- 5.5.4 Present the results of the audit to the DAC at the DAC meeting in June 2018;
- 5.5.5 Submit the Independent Auditor's Report prior to the Governing Council meeting in June 2018.

NOTE: The Contractor shall submit all documents (hardcopy and softcopy) in English to the Project Authority using the Microsoft Office Suite, except for the Independent Auditor's Report which will be required in both official languages (English and French).

6.0 Other Elements

The CIHR Project Authority will make arrangements to provide workspace and all required access for the Contractor's resources to consult the documentation required to complete the audit.



Appendix “B” Evaluation Criteria and Basis of Selection

Part 1 Evaluation Criteria

- 1.1 The bid must identify the qualifications and experience for each of the evaluation criteria below.
- 1.2 Up to the number of points specified below will be awarded for each criterion based on length and depth of experience.
- 1.3 The firm’s profile, if applicable, must be included in your bid.
- 1.4 **Résumés for Proposed Resources:** Unless specified otherwise in the RFP, the technical bid must include the résumés of the proposed resources that demonstrate that each individual meets the qualification requirements described below, including any educational requirements, work experience requirements, and professional designation or membership requirements. With respect to résumés and resources:
 - (a) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work. For educational requirements for a particular degree, designation or certificate, the Contracting Authority will only consider educational programs that were successfully completed by the resource by the time of bid closing.
 - (b) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession’s governing body throughout the evaluation and Contract Period.
 - (c) For work experience, the Contracting Authority will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
 - (d) For any requirements that specify a particular time period (e.g., 2 years) of work experience, the Contract Authority will disregard any information about experience if the individual’s résumé does not include the relevant dates for the experience claimed (i.e. the start date and end date). For evaluation purposes, the end date of the work experience will only be counted up to the time of bid closing.
 - (e) For work experience to be considered by the Contracting Authority, the proposed resource’s résumé must not simply indicate the title of the resource’s position, but must demonstrate that the resource has the required



work experience by explaining the responsibilities and work performed by the individual while in that position.

- (f) The résumé must also demonstrate where the stated qualifications / experience of the individual was acquired, including the name of the institution.
- (g) The name of each proposed individual must be clearly indicated on the résumé.

1.5 In the case of Bids submitted as a joint venture, the combined experience of the Parties forming the joint venture will be considered in the evaluation of the experience of the Bidder.

2. Mandatory Criteria (MC)

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

2.2 Bids which fail to meet the mandatory criteria will be rejected. Each mandatory criterion should be addressed separately.

Note to Bidder: Beside each criterion below, write the relevant page number(s) which addresses the criterion in your bid in the ‘Cross Reference to Proposal’ column.

The Bidder’s Proposed Resources			
Criteria Number	Mandatory Criterion	Met / Not Met?	Cross Reference to Proposal
MC 1	Bidders must identify a team composed of a Partner/Managing Director, a Project Manager/Leader and Audit Staff, as part of their proposal.		
MC 2	The following are the minimum requirements that must be met by the Partner/Managing Director: <ol style="list-style-type: none"> 1. Professional Designation in any one (1) of the following: CPA, CA, CMA or CGA. 2. Minimum of ten (10) cumulative years of experience in external audits of financial statements and related services within the past fifteen (15) years. 		
MC 3	The following are the minimum requirements that must be met by the Project Manager/Leader: <ol style="list-style-type: none"> 1. Professional Designation in any one 		



	<p>(1) of the following: CA, CMA, CPA or CGA.</p> <p>2. Minimum of six (6) cumulative years of experience in external audit of financial statements and related services within the past eight (8) years.</p>		
MC 4	<p>The following are the minimum requirements that must be met by at least one of the Audit Staff:</p> <p>1. Bachelor's degree from a recognized university with specialization in accounting, finance, business administration, commerce or economics.</p> <p>2. Enrollment in a Professional Designation Program in any one of the following: CPA, CA, CMA or CGA.</p> <p>3. Minimum of three years of experience in external audits of financial statements and related services.</p>		
MC 5	<p>The Bidder must submit detailed Résumés for each of the proposed resources demonstrating that they meet the mandatory requirements as described in section 1.4 of Appendix "B".</p>		
MC 6	<p>At least one member of the Bidder's proposed personnel must be fluently bilingual, in oral communications, in English and French. The Bidder shall identify the name of the resource(s) who meets this requirement.</p>		



3. Point Rated Criteria (PRC)

3.1 The Bidder must have met all the above mandatory criteria in order to be rated in accordance with the following point-rated criteria.

3.2 The following elements of the Bidder's proposal will be evaluated by allotting a score up to the maximum indicated in the 'Available Points' column. Each of the point-rated evaluation criteria must be addressed in sufficient depth.

Note to Bidder: Beside each criterion below, write the relevant page number(s) which addresses the criterion in your bid in the 'Cross Reference to Proposal' column.

Criteria Number	Point Rated Criteria	Bid Preparation Instructions	Available Points	Cross Reference to Proposal
PRC 1	<p>The Bidder will be rated on projects of external financial statement audits for organizations having expenditures in excess of \$50M using a control-reliance based approach within the past five (5) years.</p> <p>Ten (10) points will be awarded for each project (Maximum 3 projects).</p>	<p>Bidders shall provide the following for each project submitted:</p> <ol style="list-style-type: none"> 1. A project description; 2. The name of the client; 3. The project duration; 4. The dollar value; 5. Details about the work performed by the proposed resource on the project (No more than 500 words). 	Up to a maximum of thirty (30) points.	
PRC 2	<p>The Bidder will be rated on projects of external financial statement audits of organizations using Canadian public sector accounting standards within the past five (5) years. (Different audits from PRC 1)</p> <p>Ten (10) points will be awarded for each project (Maximum 3 projects).</p>	<p>Bidders shall provide the following for each project submitted:</p> <ol style="list-style-type: none"> 1. A project description; 2. The name of the client; 3. The project duration; 4. The dollar value; 5. Details about the work performed by the proposed resource on the project (No more than 500 words). 	Up to a maximum of thirty (30) points.	



<p>PRC 3</p>	<p>The Partner/Managing Director will be rated on experience in audits of organizations using Canadian public sector accounting standards within the past five (5) years.</p> <p>Five (5) points will be awarded for each year of experience at the Partner/Managing Director level up to a maximum of five (5) years.</p>	<p>Bidders shall provide the following for each project submitted:</p> <ol style="list-style-type: none"> 1. A project description; 2. The name of the client; 3. The project date; 4. The dollar value; 5. Details about the work performed by the proposed resource on the project (No more than 250 words). 	<p>Up to a maximum of twenty-five (25) points.</p>	
<p>PRC 4</p>	<p>The Project Manager/Leader will be rated on experience in audits of organizations using Canadian public sector accounting standards within the past five (5) years.</p> <p>Five (5) points will be awarded for each year of experience at the Project Manager/Leader level up to a maximum of five (5) years.</p>	<p>Bidders shall provide the following for each project submitted:</p> <ol style="list-style-type: none"> 1. A project description; 2. The name of the client; 3. The project date; 4. The dollar value; 5. Details about the work performed by the proposed resource on the project (No more than 250 words). 	<p>Up to a maximum of twenty-five (25) points.</p>	
<p>PRC 5</p>	<p>The bidder has clearly outlined the audit approach and methodology expected to be used in a straight forward and concise manner that properly responds to the CIHR research environment, including considerations for a control-reliance based approach.</p> <p>Maximum of twenty (20) points per item.</p>	<p>Bidders shall provide the following items:</p> <ol style="list-style-type: none"> 1. Proposed audit approach and considerations (i.e.: planning, risks, etc.); 2. Approach to auditing opening balances and plans for consultation with prior auditors; 3. Considerations for anticipated materiality; 4. Approach to working with CIHR 	<p>Up to a maximum of one hundred forty (140) points.</p>	



		<p>management, staff and DAC, including types of information that will be relayed;</p> <p>5. Consideration given to a control reliance audit approach;</p> <p>6. Approach and consideration given to relying on work performed by CIHR's Financial Policy, Systems, Controls and G&A unit, as well as the work of the Internal Audit group;</p> <p>7. Approach to auditing the financial system environment and relying on system controls.</p>		
PRC 6	<p>The Bidder must provide three (3) client references, including at least one (1) from the Public Sector, for which the Bidder has provided similar services to those described in the Statement of Work, within the past three (3) years.</p> <p>Maximum of ten (10) points will be allocated for each reference based on the following:</p> <ol style="list-style-type: none"> 1. Quality of Work; 2. Ability to successfully complete the deliverables; 3. Ability to complete deliverables on budget; and 4. Customer working relationship. 	<p>For each reference, the Bidder must provide the contact name, current telephone number, address, and email address. If the contact for each reference cannot be reached, or does not agree within five (5) business days to provide the reference, CIHR reserves the right to seek another reference.</p>	Up to a maximum of thirty (30) points.	
Maximum Score: 280 points				



Pass Mark: 196 points		
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Part 2 Basis of Selection

1.1 To be considered responsive, a bid must:

- (a) meet all mandatory requirements of this RFP; and
- (b) obtain a minimum of seventy (70%) percent overall of the points that correspond to the rated criteria identified above.

1.2 Neither the valid bid that scores the highest number of rating points, nor the one that contains the lowest costs estimate will necessarily be accepted.

1.3 The selection of the Contractor will be made on the basis of the best overall value to the CIHR in terms of technical merit and costs, which will be determined by dividing the proposed total costs (excluding taxes), of the contract and options to extend, if applicable, by the total technical score, to establish the lowest cost per point. The bidder with the lowest cost per point (LCPP) will be declared the successful bidder. Where two or more proposals achieve the identical lowest price per rated point, the proposal with the lowest total price will be recommended for award of a contract.

THE FOLLOWING TABLE IS PROVIDED AS A FICTIONAL EXAMPLE OF HOW A WINNING BID WOULD BE CHOSEN

Bidder	Quoted Price Excluding Taxes	Total Technical Points	Cost Per Point
Bidder 1	\$85,000.00	81	\$1,049.38 per point
Bidder 2	\$90,000.00	77	\$1,168.83 per point
Bidder 3	\$87,000.00	93	\$935.48 per point

In the above scenario, Bidder #3 would be declared the successful bidder.

1.4 Bidders should note that all contract awards are subject to CIHR’s internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted. If approval is not granted, no contract will be awarded.



Appendix “C” Basis of Payment

1. Bidders are required to provide their proposed costs in Canadian dollars.
2. **The limitation of expenditure for this requirement, including option years, is \$375,000.00 excluding GST/HST.** Any bidder who exceeds this limitation of expenditure in its financial proposal shall be automatically disqualified from the bidding process and be given no further considerations.
3. The bidder shall provide an all-inclusive rate for each deliverable listed in the table below (including travel and living expenses to Ottawa, Ontario).
4. No other cost elements shall be taken into considerations by CIHR other than those requested in the table below. Any bidder who submits costs other than those requested below shall be automatically disqualified from the bidding process and be given no further consideration.

Table 1 – Initial Contract Period – October 1, 2013 to July 31st, 2014

Deliverables	Total in CDN \$
Deliverables 5.1.1 and 5.1.2 (As described in the Statement of Work – Appendix “A”)	\$
Deliverables 5.1.3, 5.1.4, and 5.1.5 (As described in the Statement of Work – Appendix “A”)	\$
Sub-Total of All Deliverables in Table 1	\$
Taxes (GST/HST)	\$
Total Cost of All Deliverables in Table 1	\$

Table 2 – Contract Year 2 – August 1, 2014 to July 31st, 2015

Deliverables	Total in CDN \$
Deliverables 5.2.1 and 5.2.2 (As described in the Statement of Work – Appendix “A”)	\$
Deliverables 5.2.3, 5.2.4, and 5.2.5 (As described in the Statement of Work – Appendix “A”)	\$
Sub-Total of All Deliverables in Table 2	\$
Taxes (GST/HST)	\$
Total Cost of All Deliverables in Table 2	\$

Table 3 – Contract Year 3 – August 1, 2015 to July 31st, 2016

Deliverables	Total in CDN \$
Deliverables 5.3.1 and 5.3.2 (As described in the Statement of Work – Appendix “A”)	\$
Deliverables 5.3.3, 5.3.4, and 5.3.5 (As described in the Statement of Work – Appendix “A”)	\$
Sub-Total of All Deliverables in Table 3	\$
Taxes (GST/HST)	\$
Total Cost of All Deliverables in Table 3	\$

Table 4 – Option Year 1 – August 1, 2016 to July 31st, 2017

Deliverables	Total in CDN \$
Deliverables 5.4.1 and 5.4.2 (As described in the Statement of Work – Appendix “A”)	\$
Deliverables 5.4.3, 5.4.4, and 5.4.5 (As described in the Statement of Work – Appendix “A”)	\$
Sub-Total of All Deliverables in Table 4	\$
Taxes (GST/HST)	\$
Total Cost of All Deliverables in Table 4	\$

Table 5 – Option Year 2 – August 1, 2017 to July 31st, 2018

Deliverables	Total in CDN \$
Deliverables 5.5.1 and 5.5.2 (As described in the Statement of Work – Appendix “A”)	\$
Deliverables 5.5.3, 5.5.4, and 5.5.5 (As described in the Statement of Work – Appendix “A”)	\$
Sub-Total of All Deliverables in Table 5	\$
Taxes (GST/HST)	\$
Total Cost of All Deliverables in Table 5	\$

Total Cost of All Deliverables Including GST/HST (Table 1 + Table 2 + Table 3 + Table 4 + Table 5)	\$
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Appendix “D” Certifications

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders are to complete, sign and include each certification below in their bid. A contract will not be awarded until all certifications have been signed by the Bidder and received by the CIHR.

1. Certification of Understanding

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its bid. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following contract award except where the Contracting Authority so authorizes in writing.

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

Signature Bidder/Contractor

Date

2. Certification of Experience

We certify that all statements made with regard to the experience of the Bidder completing the subject Work are accurate and factual, and we are aware that CIHR reserves the right to verify any information provided in this regard and that untrue statements shall result in the bid being declared non-responsive.

Should a verification by CIHR disclose untrue statements, CIHR shall have the right to treat any contract resulting from this Bid as being in default and to terminate it accordingly.

Signature Bidder/Contractor

Date



3. Certification of Availability and Status of Personnel

Certification from the Bidder that all personnel proposed in their submission will be available to commence the work at the period specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is not an employee of the Bidder/Contractor, the Bidder/Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is or who is not an employee of the Bidder/ Contractor, the Bidder/Contractor hereby certifies that such a person is under no restrictive covenant in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work.

During the bid evaluation, the Bidder/Contractor **MUST** upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder/Contractor agrees that failure to comply with such a request may lead to disqualification of the Bidder's/Contractor's bid from further consideration.

Signature Bidder/Contractor

Date



4. Certification of Employment Equity

Note: The Employment Equity program applies to Canadian suppliers (including sole source suppliers) and foreign suppliers with a resident work force in Canada.

1. The Federal Contractors Program for Employment Equity requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. All bidders must check the applicable box(es) below. Failure to do so may render the bid non-responsive.
2. Program requirements do not apply for the following reason(s):
 - bid is less than \$200,000;
 - this organization has fewer than 100 permanent part-time and/or full time employees;
 - this organization is a federally regulated employer; or, program requirements do apply:
 - copy of signed Certificate of Commitment is enclosed; or
 - Certificate number is _____.

NOTE: The Certificate of Commitment, criteria and other information about the Federal Contractors Program for Employment Equity, are available from:

Federal Contractors Program
140 Promenade du Portage
Phase IV, 5th Floor
Ottawa, Ontario
K1A 0J2
(819) 953-7531

Signature Bidder/Contractor

Date



5. Certification of Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

Signature Bidder/Contractor

Date



6. Certification of Work Force Reduction Program

Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board.

All bidders shall indicate their status by checking the applicable line and sign the certification below. Bids that are subject to the Work Force Reduction Program(s), shall also include the specified details.

- () This bid (is not) subject to the Work Force Reduction Program(s).
- () This bid (is) subject to the Work Force Reduction Program(s).

Name of Contractor: _____

Terms and Conditions of the Lump Sum Payment Incentive - copy attached:_____

Date of Termination of Employment as a Public Servant:_____

Amount of Lump Sum Payment: \$_____

Rate of Pay on which Lump Sum Payment is based: \$_____ /Week

Period of Lump Sum Payment:

Start Date: _____ Completion Date: _____ Weeks: _____

Other contracts subject to Work Force Reduction Program Restrictions:

Contract Number	Contract Amount (Professional Fees)
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total: \$ _____	

Signature Bidder/Contractor

Date



7. Certification of Independent Bid Determination

I, the undersigned, in submitting the accompanying proposal to CIHR do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder or Tenderer (hereinafter "Bidder"))

1. I have read and I understand the contents of this Certification:
2. I understand that the accompanying bid will be disqualified if this Certification is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certification;
4. each person whose signature appears on the accompanying bid, has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certification and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor
 - (b) the Bidder has entered into consultation, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs 6 (a) or 6 (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:



- (a) prices;
 - (b) methods, factors, or formula used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph 6 (b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph 6 (b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph 6 (b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

Date