

REQUEST FOR STANDING OFFER

ISSUE DATE: August 27, 2014

CLOSING DATE: October 8, 2014

CLOSING TIME: 3:00 PM

TIME ZONE: EDT

RFSO Reference Number: 1000158271

PROJECT TITLE: Provision of Atmospheric Dispersion and Air Quality Modeling Services for Input into Human Health Risk Assessments

ISSUING OFFICE:

Health Canada Bid Receiving Unit
Federal Records Centre Building,
161 Goldenrod Driveway,
Ottawa, Ontario K1A 0K9
Attention: Donna Pettit
RFSO Reference Number:

It is essential that the outside of each proposal submission envelope include the following information: The Request for Standing Offer (RFSO) reference number, and the name of the responsible Contracting Officer noted below.

FOR ADDITIONAL INFORMATION PLEASE CONTACT:

Contracting Officer:

Donna Pettit
Senior Procurement and Contracting Officer
Email: donna.pettit@hc-sc.gc.ca

REQUEST FOR STANDING OFFER (RFSO)

FOR

Provision of Atmospheric Dispersion and Air Quality Modeling Services for Input into Human Health Risk Assessments

FOR

HEALTH CANADA (HC)

A “Request for Standing Offer” (RFSO) is the solicitation document used to seek proposals or bids from suppliers. The term “Bidder”, also called the “Offeror”, Supplier, and Contractor, refers to the potential supplier submitting a proposal or a bid.

Wherever the words “Proposal” or ‘Bid’ appear in this document, each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFSO are identified specifically with the words “MANDATORY”, “MUST”, “ESSENTIAL”, “SHALL”, “WILL”, “IT IS REQUIRED”, AND “REQUIRED”. IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFSO, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

NOTICE TO BIDDERS: The following documents are enclosed and form part of this Bid Package:

RFSO # 1000158271; including all Parts/Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its Bid Package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Standing Offer Authority as identified on the Page 1 of this RFSO. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFSO, nor excuse the Bidder from the guidelines set out therein.

THIS PROCUREMENT IS SUBJECT TO THE PROVISIONS OF THE WORLD TRADE ORGANIZATION AGREEMENT ON GOVERNMENT PROCUREMENT (WTO-AGP), THE NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) AGREEMENT ON INTERNAL TRADE (AIT), CHILE, AND PERU AND COLOMBIA.

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PART I STATEMENT OF WORK

1.0 Scope

1.1. Title

Provision of Atmospheric Dispersion and Air Quality Modeling Services for Input into Human Health Risk Assessments

1.2. Definition of a Standing Offer Agreement

A SOA is not a contract. It is an offer from a supplier to provide services on a prearranged pricing basis and under set terms and conditions for a specified period of time on an as-and-when required basis.

A separate contract will be entered into each time a request is made against an Standing Offer Agreement. These separate contracts are known as Call-ups. HC's liability shall be limited to the actual value of the Call-Up(s) made within the specified period of the SOAs.

1.3. Introduction

Health Canada's mission is to help Canadians improve and maintain their health. A key element of the Health Canada mission is to provide health protection through the assessment and communication of human health risks including risks posed by air pollution. In particular, the Air Health Effects Assessment Division (AHEAD) of Health Canada is responsible for assessing the relationship between air pollution and human health, and evaluating the health effects of air quality on the Canadian public. The Division is guided by the Canadian Environmental Protection Act (CEPA) and the Air Quality Management System (AQMS).

The AHEAD is responsible for the research, risk assessment and development of policies, and regulatory options to manage the risk of health hazards associated with air pollutants. The Division manages and conducts studies to assess the health impacts of exposure to air pollution. This research supports risk assessment and risk management activities including development of air quality objectives and standards. The Division also monitors new knowledge, technologies, and methodologies as well as new applications of existing technologies in the area of air quality.

Examples of key activities of the AHEAD include:

- Assessing the toxicity of various airborne substances, identifying information on human exposure to these substances, and assessing the health effects and risks resulting from exposure;
- Investigating the amounts and types of air pollution to which Canadians are exposed (i.e. exposure assessments);
- Evaluating and conducting clinical studies of the physiological links between exposures and health outcomes;
- Assessing the health outcomes of exposure to air pollutants among vulnerable populations;
- Conducting epidemiological research to support regulation and standard setting under CEPA;
- Evaluating and synthesizing existing scientific information (health risk assessments) into policy and program initiatives regarding various air pollutants and
- Utilising health risk assessments to guide policy making and the development of new regulations.

To support the Division's role as summarized above, Health Canada would like to establish a competitively-awarded Standing Offer Agreement with firms capable of providing Health Canada staff with a broad range of scientific expertise and services related to the development of emission inventories and atmospheric modeling of air pollutants for input into human health risk assessments.

1.4 Estimated Value

- 1.4.1** The total estimated cumulative value of all Call-Ups emanating from this RFSO shall not exceed the sum of \$250,000.00 in the first year, \$250,000.00 in the second year and \$250,000.00 in each of the two (2) one (1) year option periods, should they be exercised. This amount includes travel and living expenses and Goods and Services Tax or Harmonized Sales Tax where applicable.
- 1.4.2** The overall total of each individual Call-up will not exceed \$250,000.00 (including Goods and Services Tax, Harmonized Sales Tax and all amendments).
- 1.4.3** The estimated amounts which exceed the call-up limitation will require that the solicitation of

services be on a competitive basis and outside this vehicle.

Firm Year 1	Firm Year 2	Option Year 1	Option Year 2
2014-2015	2015-2016	2016-2017	2017-2018
\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00

All amounts will be in Canadian dollars.

No call-up is to exceed \$250,000 per year of the RFSO.

1.5 Objectives of the Requirement

The objective of this Request for Standing Offer is to establish a competitively-awarded Standing Offer Agreement from up to three (3) interested firms in order to provide Health Canada with a broad range of scientific services for development of emission inventories and modeling atmospheric processes involving air pollutants and population exposure information, for input into air quality and human health risk assessments.

1.6 Background and Specific Scope of the Requirement

Health Canada's Air Health Effects Assessment Division (AHEAD) is responsible for assessing the risks associated with Canadians' exposure to air pollution. In particular, the AHEAD is responsible for assessing Canadians' exposure to air pollution and associated human health effects, and reviewing scientific studies on the health effects of air pollution to assess health risks. AHEAD is also responsible for developing standards and guidelines to reduce health risks, and informing the public about health risks from air pollution and providing guidelines for how to reduce these risks.

To support the Division's role as summarized above, the purpose of this tender is to establish a competitively-awarded Standing Offer Agreement with up to three (3) firms capable of providing Health Canada with a broad range of scientific services and expertise that include atmospheric modelers, emissions inventory specialists and meteorologists to assess population exposure to airborne pollutants, and undertake atmospheric modeling as input into human health risk assessments.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Standing Offer Holder shall, on an as and when requested basis, and as described in each resulting Call Up document signed by the Departmental Representative, provide the services as outline within this Statement of Work.

Standing Offer Holder's tasks may include, but are not limited to the following:

- Air quality dispersion modeling, and updates to existing dispersion modeling studies;
- Air quality sensitivity runs to determine the impact of switching fuels and/or raw materials;
- Develop detailed emissions inventories;
- Dispersion modeling of individual pollution sources for multi-year analyses;
- Use of geographic information systems (GIS) to analyze and visualize dispersion modeling outputs;
- Develop programming to compile detailed statistics from dispersion modelling outputs
- Reporting on methodology and results of air quality modeling including uncertainty discussion;
- Provide recommendations to senior officials in Health Canada.

Overall, the type of work and application may include:

- Simulations that have a time span of a few weeks to a year;
- Multiple simulations and scenarios with varying pollution source emissions;
- Local and regional resolution ranges;
- Dispersion modeling, including the US EPA approved versions of CALPUFF/CALMET modelling

Analysis of various temporal ranges, including annual averaging, intensity and frequency

The specific activities, deliverables and associated milestones will be based on the scope of work identified within this Statement of Work and will be detailed in each Call Up request for services against the Standing Offer Agreement.

Any interim or status update report(s), completed draft reports and the final report for each contract shall be prepared in English.

The Technical Authority or designated representative shall negotiate the number of days required for each given Call-Up, and this shall be the basis for establishing a firm price for each project undertaken in accordance with the Standing Offer Agreement.

The timing for each project/call-up shall be subject to the specific requirements for that project, as determined

exclusively by HC.

The Standing Offer Holder shall submit to the Technical Authority all deliverables as specified in each call-up. These may include, but are not limited to, a proposal defining the project approach and plan, periodic briefings and status reports, written reports and oral advice.

2.2 Specifications and Standards

All deliverables are to be provided in electronic format (MSWord). The final report will also be submitted in hardcopy (1 copy) as an MS Word file and as an Adobe Acrobat (PDF) file (without being password protected). All deliverables are to be written in English. All data generated from the air dispersion modeling and all associated material (e.g. reports) for each project/call-up are to be provided on an external hard drive.

2.3 Technical, Operational and Organizational Environment

The product of each contract for services against the Standing Offer Agreement is intended for use by the Air Health Effects Assessment Division of Health Canada (AHEAD).

2.4 Method and Source of Acceptance

Deliverables and services rendered under any Call Up against the Standing Offer Agreement are subject to inspection by the identified Health Canada Technical Authority. The deliverables will be accepted provided they address, in sufficient detail, the requirements specified in section 2.1 of specific Call Up(s). The Technical Authority will provide comments on deliverables to the Standing Offer Holder. The Standing Offer Holder will be obliged to incorporate comments in the report(s) and provide revised final report(s). Final payment will be processed only when the Technical Authority accepts the final report(s). Should any deliverable not be to the satisfaction of the Health Canada Technical Authority, as submitted, the Health Canada Technical Authority reserves the right to reject it or require correction before proceeding to the next phase of the project and/or before payment for the deliverable or service will be authorized. Unless the Standing Offer Holder is notified to the contrary by the Health Canada Technical Authority, in writing, within ten (10) business days following the receipt of the deliverables, the deliverables will be deemed accepted by the Health Canada Technical Authority.

Should any of the Standing Offer Holder=s personnel at any time be unable to provide services to Health Canada, the Standing Offer Holder shall be responsible for providing replacement personnel at the same cost who shall be of similar or greater ability and attainment, and whom shall be acceptable to Technical Authority. Under no circumstance shall the Standing Offer Holder allow the performance of services by a replacement resource that has not been authorized by the Technical Authority.

2.5 Reporting Requirements

The Standing Offer Holder will provide deliverables directly to the Technical Authority. All deliverables are to be provided in electronic format (MS Word) and to be written in English. The written deliverables will be provided in a timely manner as specified in section 4.2. The final report will also be submitted in hardcopy (1 copy) as an MSWord file, and as an Adobe Acrobat (PDF) file (without being password protected). All data generated from the air dispersion modeling for each project/call-up are to be provided on an external hard drive. The Draft report(s) produced under each contract will be submitted in advance to Health Canada for comment and review, per the statement of work for each contract. The Final report(s) will be reviewed by Health Canada and/or by persons delegated by Health Canada to do so, to ensure requested changes and comments made to the draft report(s) have been addressed prior to being deemed complete and accepted by the Technical Authority. The written deliverables will be provided in a timely manner, as specified in section 4.2.

2.6 Project Management Control Procedures

The individual identified in the subsequent Call-Up as the Health Canada Technical Authority shall review all written material submitted as deliverables as specified in each project/assignment Call-Up.

The HC Technical Authority will provide comments to the Standing Offer Holder indicating any changes required to the deliverables, services, written reports or processes.

The individual identified in the Call-Up as the HC Technical Authority shall meet with the Standing Offer Holder to review all written and submitted deliverables identified in Section 2.1 *Tasks, Activities, Deliverables and Milestones*.

Meetings to review the deliverables may be held from time to time at the HC Technical Authority's location, or take place via conference call. Required documents for discussion will be provided by the Standing Offer Holder to the HC Technical Authority 48 hours prior to the meeting.

2.7 Change Management Procedures

The Standing Offer Holder shall not perform work in excess of or outside of the scope or deliverables of the Standing Offer Agreement or Call Up document. Any change to the Scope of the work shall be agreed to in writing between the Standing Offer Holder(s) and the Departmental Representative and shall be in the form of a written amendment to the standing offer agreement.

2.8 Ownership of Intellectual Property

“Intellectual Property” (IP) includes patents, copyright, industrial design, integrated circuit design, topography, plant breeders’ rights, or any rights subject to protection under the law as trade secrets and confidential information. Current Treasury Board [“Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts”](#) states that IP ownership developed under government contracts will remain with the Contractor.

Section 6 of the Policy states that Under the Crown Procurement Contract, the Crown may own the Foreground for the following reasons:

6.4 where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 to generate knowledge and information for public dissemination;

The Crown will own IP - used when Health Canada decides to retain ownership of the intellectual property, invoking the appropriate exception from Section 6 as described above.

The Crown will own Intellectual Property and Copyright as the scientific documents are prepared exclusively for the use of Health Canada in regulatory and/or guidance packages and may contain sensitive information unless specified in the call-up.

2.9 Promulgation of the Standing Offer Agreement

The Bidder agrees that its rates provided herein, may be promulgated electronically and on paper by HC and issued to Identified Users of these services.

Such information shall be subject to access under Access to Information (ATI) Legislation and accordingly HC is unable to safeguard or maintain the confidentiality of the information.

2.10 Applicable Law

The SOA and any resultant Call-Ups shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province or territory specified and inserting the Canadian province or territory of their choice. If no change is made, it acknowledges the applicable law specified is acceptable to the bidder.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

Technical Authority: **To be Provided at Contract Award**

The Health Canada Technical Authority is responsible for all matters concerning the technical content of the work under any resulting Call-Up against the SOA. Any proposed changes to the scope of the Call-Up are to be discussed with the Technical Authority and confirmed by a Call-Up Amendment issued by the Departmental Representative.

Departmental Representative: **To be Provided at Contract Award**

This will be identified in the Articles of Agreement between the Crown and the Standing Offer Holder. The Departmental Representative is the officer or employee of the Crown who is authorized by the Minister to perform any of the Departmental Representative’s functions under the SOA.

Contracting Officer:

This will be identified on the front cover of this RFSO. Any changes to the Articles of Agreement must be authorized in writing by the Contracting Officer. The Standing Offer Holder is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Contracting Officer.

Administrative Authority: **To be Provided at Contract Award**

3.2 Identified Users

The identified user authorized to make call-ups against the Standing Offer(s) is Healthy Environment

and Consumer Safety Branch, Safe Environments Directorate.

3.3 Health Canada’s Obligations

Written comments on draft report(s) rendered under any contract for services against the Standing Offer Agreement will be provided by the Technical Authority within 10 working days or less.

Access to appropriate staff to address issues and provide assistance or support, as required.

3.4 Standing Offer Holder’s Obligations

The management by the Standing Offer Holder for service delivery to Health Canada in relation to the SOA shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal Government regulations, policies and procedures as well as the codes and guidelines provided by Canadian Translators and Interpreters Council (CTIC).

The Standing Offer Holder must provide the services of the resource(s) named in the SOA to perform the work, unless the Standing Offer Holder is unable to do so for reasons beyond his/her control.

The Standing Offer Holder shall ensure that all deployed personnel are properly trained as well as have the appropriate security screening/clearance relative to the security categorization of the materials to fulfil their responsibilities. In addition, the Standing Offer Holder is required to ensure that they are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

The Standing Offer Holder shall provide to the Standing Offer Authority semi-annual reports on activity of the Standing Offer, showing the number and total value of Call-Ups by each branch. Reports shall be submitted no later than fifteen days after the designated reporting period.

The management by the Standing Offer Holder of service delivery to HC in relation to this Agreement shall be undertaken in accordance with all federal government regulations, policies and procedures.

The Standing Offer Holder must provide the services of the resource(s) named in each Call Up to perform the work, unless the Standing Offer Holder is unable to do so for reasons beyond his/her control.

Periodic Reports: The Standing Offer Holder shall provide to the Standing Offer Authority quarterly reports on activity of the Standing Offer, showing the number and total value of Call-Ups by each branch. Reports shall be submitted no later than fifteen days after the designated reporting period (April to June, July to September, October to December and January to March). If you have received no Call-Ups during this period you must confirm this (example – NIL). The Offerer understands that failure to comply may result in the setting aside of the Standing Offer.

Each Quarterly Usage Report is to be comprised of:

Offerer:				
Branch and Division	Call-Up No.	Date issued	Security level	Dollar Value (excluding tax)
HECS	4500XXXXXX	August 13, 2013	N/A	\$45,000.00
Subtotal for Current Period:		Total Year to Date Value:		

3.5 Location of Work, Work site and Delivery Point

Unless otherwise stated, the work shall be conducted at the Standing Offer Holder(s)’ normal place of business with the submission of deliverables to Health Canada’s offices as per the individual call-up

Due to existing workload and deadlines, all personnel assigned to any SOA resulting from this RFSO must be ready to work in close and frequent contact with the Technical Authority, the Departmental Representative or any other departmental personnel.

3.6 Language of Work

All communications as well as the deliverables are to be in English.

3.7 Limitation of the Standing Offer Agreement

For duration of the SOA, the Standing Offer Holder agrees to notify in writing the Departmental Representative of his/her desire to withdraw from the SOA at a minimum of thirty (30) days prior to ceasing any provision of the services agreed to within the SOA.

Should the Standing Offer Holder(s) default on any Call-Up issued, the Branch may, by notice to the Standing Offer Holders(s), terminate the whole or any part of the work. The Standing Offer Holder(s), terminate the whole or any part of the work. The Standing Offer Holder(s) shall be liable to Her Majesty for any excess costs relating to the completion of the work.

3.8 Allocation of Work

It is the intent of Health Canada to award up to (3) Standing Offers to the three (3) highest scoring bidders who are compliant with the requirements of this RFSO.

Health Canada will allocate Standing Offers to the successful bidders based on a rotational basis.

The successful Bidders will be ranked in descending order by score in the technical evaluation of the RFSO.

Each call-up will be issued on a rotational basis, with the first call-up issued to the first-ranked SO holder, the second call-up issued to the second-ranked SO holder, and so on.

If an Offeror refuses work under a call-up, he maintains his ranking and must wait his turn to come back before being offered work under a subsequent call-up.

If an Offeror does not provide confirmation of his availability in writing for the work within 24 hours of being offered, the Technical Authority will deem them non-response (unavailability/refusal). If for reasons beyond its control, the Offeror is unable to provide their services they must advise the Technical Authority of the reason.

For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror:

death, sickness, maternity and parental leave.

Following three (3) refusals of mandate reasons other than the ones listed in this clause, Health Canada may set aside the Standing Offer.

3.9 Call-Up Procedures

Call-ups under this Standing Offer Agreement will be subject to the terms and conditions of this RFSO.

Firms will be tasked by way of formal Call-up(s) against the Standing Offer, for one or more resources to undertake specific projects/phases or part of projects/phases as described in the Statement of Work in the Call-up document.

In accordance with the allocation of work process for this Standing Offer Agreement (Section 7.2, Allocation of the Work, the Health Canada Project Management / Technical Authority will provide the Standing Offer holder details of the Work activities to be performed, deliverables to be submitted within the scope of this Agreement and required completion date(s).

The Standing Offer holder will submit to the Health Canada Project Management/Technical Authority, a fee proposal outlining the level of effort required and the cost of these services. The cost for the services requested in the Call-up will be reimbursed in accordance with the per diem rate quoted by the Contractor in the financial/price proposal.

When an agreement on the level of effort and cost is reached, the Health Canada Project Management/Technical Authority will issue a Call-up to this Standing Offer. The SOA holder shall acknowledge receipt of the Call-up document within 48 Hours of receipt.

It is understood and agreed that the Standing Offer holder shall not commence any Work until authorized in writing by call-up issued by the Health Canada Project Management/Technical Authority or his/her delegate.

No costs incurred before receipt of a signed "Call-up Against a Standing Offer" from the Health Canada Project Management/Technical Authority, can be charged to any resulting SOA.

All tasks, activities and deliverables required for any call-up against this requirement are expected to fall into one of two categories; unclassified or Protected B. Standing Offer Holders should note that if any material to be handled is deemed to be in the Protected category, no call-up can proceed until the security requirements are satisfied.

3.10 Security Requirements

Security requirements will be determined in the individual Call Ups resulting from this Standing Offer. These security requirements will be fully defined in any resulting Call Up (Refer to section 3.9). It is the Standing Offer holder's sole responsibility to obtain the necessary security clearances described in any Request for Proposal and/or contract (see Part II Proposal requirements section 8.1 General

Information. Given below are representative security clauses that could appear within any resulting Call Up.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)** with approved **Document Safeguarding** at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex “D”;
 - (b) Industrial Security Manual (Latest Edition)

3.11 Insurance Requirements

It shall be the sole responsibility of the Standing Offer Holder to decide whether or not any insurance coverage is necessary for its own protection or to fulfil its obligations under any contract against the Standing Offer Agreement and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Standing Offer Holder at its own expense.

Health Canada is not responsible to recompense for personal or property injury to the Standing Offer Holder while acting in an official capacity, throughout the duration of the Contract. The Standing Offer Holder must carry the applicable insurance.

3.12 Travel and Living

There is no travel and living expenses associated with this requirement.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The period of the Standing Offer Agreements shall be for a period of two firm years from date of issuance to February 15th 2016, inclusive with two (2) one (1) year option periods should it be deemed necessary.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

The specific schedule and estimated level of effort will be detailed in each contract for services against the Standing Offer Agreement.

Upon receipt of a duly authorized Call-Up from Health Canada, the Standing Offer Holder(s) shall provide the services in accordance with this Request for Standing Offer and the specific delivery requirements as described within the Call-Up.

5.0 Required Resources or Types of Roles to be Performed

See Part III which contains the mandatory and point rated criteria which the Standing Offer Holder will be required to meet.

6.0 Applicable Documents and Glossary

6.1 Applicable Documents: As per the individual call-up

6.2 Relevant Terms, Acronyms and Glossaries

RFSO	-	Request for Standing Offer
HC	-	Health Canada
SOA	-	Standing Offer Agreement

PART II PROPOSAL REQUIREMENTS

7.0 Administrative Instructions Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>

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

The 2006 (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2006 and this document, this document prevails.

- In the *complete text content* (except subsection 3.0): **Delete** "Public Works and Government Services Canada" and **Insert** "Health Canada". **Delete** "PWGSC" and **Insert** "Health Canada".
- At subsection 05 "Submission of Offerors":
 - at 2 (d): **Delete** "(d) "send its offer only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO." **Insert** "send the arrangement according to the instructions specified in the RFSO"
 - At 4: **Delete** "60 days" **Insert** 120 days"
- At subsection 08: **delete** in its entirety

7.1 General Information

7.1.1 Components, Language and Number of Copies

Canada requests that bidders provide their offer in separately bound volumes as follows:

- a) VOLUME 1 - TECHNICAL PROPOSAL (MANDATORY) - four (4) hard copies required; and
- b) VOLUME 2 - FINANCIAL PROPOSAL (MANDATORY) - one (1) hard copy required; and
- c) VOLUME 3 - CERTIFICATIONS (BIDDERS MUST SUBMIT THE CERTIFICATIONS AS PER ANNEX "A") - one (1) hard copy required

NOTE:

- Proposal(s) can be submitted in either Official Language (English or French).
- The RFSO Reference Number and the name of the Contracting Officer must be marked on all documents, binders and respective envelopes.
- Prices **must** appear in the financial proposal only. No prices must be indicated in any other volume of the proposal.

Canada requests that bidders follow the format instructions described below in the preparation of their proposal.

- a) use 8.5 x 11 inch paper;
- b) use a numbering system that corresponds to that of the Request for Standing Offers

VOLUME 1: TECHNICAL PROPOSAL

In the technical proposal, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

VOLUME 2: FINANCIAL PROPOSAL

In the financial proposal, bidders must submit their financial proposal in accordance with "Annex B, Financial Proposal Format". The total amount of the Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

VOLUME 3: CERTIFICATIONS

Bidders must submit the certifications as per Annex "A".

7.1.2 Proposal Validity Period

See *Annex A*.

7.1.3 No Payment for Pre-SOA Costs

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this RFSO. No costs incurred by the Bidder prior to the date of a signed SOA and Call-Up issued by HC for the provisions of professional services may be invoiced to HC.

7.2 Delivery Instructions for Proposal

Proposal submission envelopes are to be sent to the following address:

Health Canada Bid Receiving Unit
Federal Records Centre Building,
161 Goldenrod Driveway,
Ottawa, Ontario K1A 0K9
Attention: Donna Pettit
RFSO Reference Number: 1000158271

All proposals must be time stamped at the HC Bid Receiving Unit. Each proposal submission envelope must include the RFSO reference number and the name of the responsible Contracting Officer (as per the cover page of this RFSO).

Proposals are to be submitted directly to the attention of the Contracting Officer and address shown as the "Issuing Office" on the cover page of this RFSO.

The onus for submitting proposals on time at the specified location rests with the Bidder. It is the responsibility of the Bidder to ensure correct and timely delivery of the entire bid to the Crown, including all required information and proposal pages.

7.3 Non-Acceptance of Proposal by Facsimile or Electronic Means

Proposals sent by email, fax, telex, e-mail and telegraphic means shall **not** be accepted.

7.4 Closing Date and Time

All proposals must be received at the specified location by the closing date and time of this RFSO. Proposals received after this time shall be returned unopened.

7.5 Time Extension to Closing Date and Time

A request for a time extension to the closing date and time shall be considered only in exceptional circumstances. Any requests for extension must be received in writing by the identified Contracting Officer.

7.6 Non-Compliance/Unacceptable Proposals

Failure to meet the Mandatory and Point-Rated Requirements of this RFSO shall result in the Bidder's proposal being declared non-compliant and shall not be considered any further.

Proposals received after the proposal closing date and time shall not be considered and shall be returned unopened to the Bidder. Further, for any proposals which are found to be non-compliant, the Financial Proposal shall be returned unopened with a letter from the Contracting Officer indicating that the proposal was non-compliant.

7.7 Bidders Conference/Site Visits/Interviews

N/A

7.8 Announcement of Successful Standing Offer Holder

The name of the successful Bidder(s) shall be announced on Buyandsell only upon SOA Award and sign-off.

7.9 Rights of the Crown

The Crown reserves the right to:

- reject any or all proposals received in response to this RFSO;
- accept any proposal in whole or in part;
- cancel and/or re-issue this requirement at any time; and
- award one or more SOAs.

7.10 Sample of Standing Offer Agreement (SOA)

The successful Bidder(s) for this requirement will be expected to enter into agreement with HC as per departmental contract terms and conditions. These terms and conditions will govern and form part of any call-up issued against this SOA. Please refer to the Sample SOA, attached as Annex "D".

7.11 Employment Equity

See *Annex A*.

7.12 Procurement Business Number (PBN)

Public Works and Government Services Canada (PWGSC) has adopted the Procurement Business Number (PBN) for all its purchasing databases, and now requires that its suppliers have one for each of their offices that may be awarded contracts. Register with Contracts Canada's Supplier Registration Information (SRI) service to obtain your PBN. As an existing or potential supplier to the Department, you must obtain a PBN to avoid possible delays of any contract award. It is Health Canada's intention to use this sourcing system for all its procurements of goods and services to which the trade agreements do not apply.

SRI is a database of suppliers who have registered to do business with the Government of Canada. The PBN is created using your Canada Customs and Revenue Agency Business Number to uniquely identify a branch, division or office of your company. Unlike many existing departmental vendor databases, your information in SRI is accessible to all federal government buyers. SRI can help to open up new opportunities with the federal government for requirements not posted on the electronic tendering service, BuyansSell.

Visit the Contracts Canada Internet site at <http://ssi-iss.tpsgc-pwgsc.gc.ca/pa-ap/nea-pbn-eng.html> for information and registration procedures. Alternatively, you may contact a Supplier Registration Agent at: 1-800-811-1148 or, in the National Capital Region, at 956-3440.

7.13 Order of Precedence

In the case of any dispute which may arise during the period which may be covered by any ensuing SOA, the following documents shall be considered in order of precedence in terms of importance in resolving any disputes between the parties:

- The call-up against the Standing Offer,;
- The Standing Offer Agreement;
- Any changes to the terms and conditions contained herein which have been approved by General Counsel for HC;
- The Statement of Work in this RFSO;
- The terms and conditions identified in this RFSO; and
- The Standing Offer Holder's Proposal.

8.0 Technical Proposal

8.1 General Information

The Technical Proposal must meet all Mandatory Requirements listed in *Section 12.0*, as well as achieve the minimum score identified for the Point-Rated Requirements in *Section 13.0* of this RFSO.

Compliant bid responses will be eligible for sponsorship into the Industrial Security Program of PWGSC, as this Standing Offer is likely to result in one or more Call-Ups that contain a Government of Canada security requirement. Respondents MUST indicate if they desire this sponsorship in their cover letter, in order to initiate the sponsorship process.

8.2 Understanding of the Requirements

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for successfully carrying out the work as described in the Statement of Work”.

8.3 Approach and Methodology:

8.3.1 General Approach: A description of the overall approach and strategy to this project.

8.3.2 Methodology: Identify methodologies and techniques to be used, including identifying any proprietary information which is proposed to be used in the program.

8.3.3 Work Plan / Project Schedule: Break down the work by task - show phases, planned start, completion dates and the estimated level of effort (i.e. person days) needed to complete the task. The work plan may include a matrix and/or time line charts. A project schedule structured in weeks, reflecting milestones and deliverables, should be included.

8.3.4 Performance and Quality Control: Specify how you propose to deal with the performance and quality assurance of the work provided by your organization to the Crown. Include information about quality control methods and reporting mechanisms.

8.4 Proposed Team

8.4.1 Personnel: Identify the proposed personnel, including **Project Manager**, who will be assigned to this contract, describe the role they will be performing, including the amount of direct time dedicated to the project by principals and/or senior personnel, and explain why they are well suited for the work, referring to their qualifications, certifications, education and experience.

If applicable, include a list of proposed sub-contractors, with reference to their capabilities, experience and degree of involvement in the work.

The bidder must certify in the technical proposal that the information provided in all the personnel résumés has been verified to be true and accurate. In addition, for every resource proposed by the bidder who is not an employee of the firm, the actual resource must certify that they are aware that they are being bid as part of the bid/ proposal and state their relationship with the firm.

8.4.2 Contingency Plan: If the contract cannot be completed by the assigned personnel, the following individual(s) will complete the work. *Attach résumés.*

8.5 Relevant Work Experience

Bidders must include within their Technical Proposal a detailed résumé for **EACH** proposed resource. Résumé(s) must include a detailed, chronological listing of:

- his/her technical experience and capacity with regards to the professional service; and
- his/her education/experience as per section 13.0 of the RFSO

The Bidder must certify in the Technical Proposal that the information provided in all the résumés has been verified to be true and accurate.

In addition, for every resource proposed by the Bidder who is not an employee of the firm, the actual resource must certify that they are aware that they are being proposed as part of the proposal and state their relationship with the firm.

9.0 Financial Proposal

9.1 General Information

The Financial Proposal must provide their firm per diem for each category. (see *Annex B*).

HC reserves the right to establish a firm/fixed price with the Standing Offer Holder for each Call-Up using the per diem rate and estimated level of effort.

HC shall make this determination on a project-by-project basis, in accordance with the unique requirements of each Call-Up and the associated services to be completed.

The Technical Authority shall establish with the Standing Offer Holder a firm/fixed price per Call-Up based on a pre-determined level-of-effort (7.5 hours per day) multiplied by the per diem rate.

The Financial Proposal therefore should address each of the following if applicable:

9.1.1 Per Diem Rates

For each labour category to be employed during the SOA, Bidders must indicate their proposed all inclusive per diem rates for their services based on a seven and a half (7.5) hour day. Although detailed support for the rates is not requested at this time, Bidders should be prepared to substantiate their proposed rates.

9.1.2 Goods and Services Tax / Harmonized Sales Tax

Rates in the Bidder's Financial Proposal may be subject to GST/HST, and this charge must be included in the cost estimates where applicable, although indicated separately.

10.0 Enquiries

All enquiries or issues concerning this procurement must be submitted in writing only to the Contracting Officer named on the front cover page of this RFSO document no later than seven (7) working days prior to the solicitation closing date.

To ensure consistency and quality of information to Bidders, the Contracting Officer shall provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received, and the replies to such enquiries without revealing their sources,



provided that such enquiries are received no less than seven **(7)** working days prior to the solicitation closing date.

All enquiries and other communications with government officials throughout the solicitation and evaluation period are to be directed only to the Contracting Officer named on the front cover page of this RFSO document. **Non-compliance with this condition during the solicitation and evaluation period may be sufficient reason for proposal disqualification.**

Meetings shall not be held with individual bidders prior to the closing date and time of this RFSO.

PART III PROPOSAL SELECTION PROCESS

11.0 Introduction

Following the closing of the tender, proposals received at the HC Bid Receiving Unit by the closing date and time, as indicated on Page One, shall be evaluated by an independent Evaluation Committee within HC. Proposals which are not received at the Bid Receiving Unit by the closing date and time indicated are not eligible for selection and evaluation, and shall be returned to the Bidder unopened.

The Technical Proposal shall first be evaluated on the basis of the Mandatory Requirements (see *Section 12.2* of this RFSO). Dependent upon the successful meeting of each mandatory requirement by the Bidder, the Technical Proposal shall be evaluated on the basis of the Point-Rated Requirements (see *Section 13.2* of this RFSO).

Technical Proposals' Point Rated Requirements must achieve an overall minimum score of 70% as well as obtain the minimum number of points specified for Point Rated requirements R1, R2 and R3, to be assessed as responsive under the Point Rated Requirements Section; Technical Proposals Point Rated Requirements not meeting these minimum required points shall be deemed non-responsive and given no further consideration.

Technical Proposals shall be evaluated against the Point-Rated Requirements in the order the stated criteria appear. If a Technical Proposal is assessed as failing to meet the required minimum points of a Point-Rated Requirement (R1, R2 and R3 as above), at any stage of the evaluation, the Technical Proposal shall be declared non-responsive and shall be given no further consideration. (For example, if there are three (3) Point-Rated Requirements with a minimum point requirement and the Technical Proposal does not achieve the minimum required points on the second criterion listed (R2) with a minimum point requirement, the Technical Proposal is deemed non-responsive and given no further consideration.)

Only those Technical Proposals which are compliant with all Mandatory Requirements and then achieve or exceed an overall minimum of 70% as well as obtain the minimum number of points specified for Point Rated requirements R1, R2 and R3, shall be further evaluated on the basis of the Bidder's Financial Proposal.

Evaluation in response to these criteria is based on a "rules of evidence" approach. That is, the HC Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder's submitted Technical and Financial Proposals, and NOT on any prior knowledge or experience with the Bidder or the Bidder's work. It is therefore the Bidder's responsibility to ensure his/her proposal is complete, clear, and provides sufficient detail to allow HC to evaluate it on the basis of the criteria contained within. HC has determined that it shall enter into a SOA with up to three (3) highest ranked Bidders, based on evaluations, to fulfil its requirement. Call-ups against the SOA are made based on rotational basis.

12.0 Mandatory Requirements

12.1 Method of Evaluation

Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements shall result in the proposal being deemed non-compliant and ineligible for any further consideration or evaluation.

It is the responsibility of the Bidder to ensure that his/her Technical Proposal meets ALL of the Mandatory Requirements as outlined in *Section 12.2* of this RFSO.

12.2 Mandatory Requirements

Technical Proposals which have successfully met all of the Mandatory Requirements shall be evaluated by HC against the specific Point-Rated Requirements, in accordance with the weighting indicators and evaluation factors specified in *Section 13.0* of this RFSO.

Criterion ID	Mandatory Requirement	Proposal Page #	Pass/Fail
M1	<p>The Bidder must propose within their proposed team the following resources demonstrating their experience within their perspective categories as indicated below:</p> <ol style="list-style-type: none">1 Project Manager with a minimum of five (5) years of experience within the last eight (8) years from date of this RFSO demonstrating their experience in Project Management related to atmospheric modelling.2 Atmospheric Modeller with at a minimum of five (5) years of demonstrated experience in atmospheric modeling within the last eight (8) years from date of this RFSO.3 Emissions Inventory Specialist(s) with a minimum of five (5) years within the last eight (8) years from date of this RFSO demonstrating their experience in the development and use of emissions inventories, and emissions modelling.4 Meteorologist(s) with a minimum of three (3) years of experience within the last five (5) years from date of this RFSO demonstrating their experience accessing, interpreting, and manipulating meteorological data.5 Geographic Information System (GIS) Technician(s) with a minimum of three (3) years in the last five (5) years from date of this RFSO with demonstrated experience in GIS and air data processing. <p>The Bidder must provide within their proposal CV's of all team members proposed.</p> <p>All experience must be in months and years and is from date of this RFSO.</p> <ul style="list-style-type: none">• One Individual may fulfill more than one of the following roles and/or responsibilities, up to a maximum of two roles.		
M2	<p>The Bidder must include within their proposed team a Project Manager with a Professional Engineer (P.Eng.), designation. The Bidder must provide proof of designation.</p>		
M3	<p>The Bidder must provide a minimum of five (5) projects completed within the last five (5) years of this RFSO demonstrating their use of the United State Environmental Protection Agency (US EPA) approved versions of CALPUFF/CALMET and applications thereof. Three (3) out of these five (5) projects must be within the Canadian geographical area.</p>		

Criterion ID	Mandatory Requirement	Proposal Page #	Pass/Fail
M4	<p>The Bidder must provide three (3) written project summaries for fully successfully completed projects detailing their experience in “Provision of Atmospheric Dispersion and Air Quality Modeling Services for Input into Human Health Risk Assessments”. *The minimum total value for all three project summaries must be a minimum of 200K (taxes included) with at least one project summary having a value of 50K (taxes included) or more.</p> <p>Within each project summary provided, Bidders must indicate:</p> <ol style="list-style-type: none">1. the client organization,2. the name, address (email address or civic address) and telephone number of the client project authority for each project to whom the Bidder reported for reference purposes) one reference must be from a Federal, Provincial or Territorial Government client.2. a brief description of the scope and intent of the project;3. the dates/duration of the project;4. the number of Bidder resources involved in the project;5. Project has come in on time and on budget6. provide detailed Project Plan7. provide a detailed account of protocols followed to extract extensive statistics (i.e. mean, standard deviation and a series of percentiles (a minimum of 10 different ones) from CALPUFF outputs for each receptor.8. provide a detailed account of proven Quality Assurance/ Quality Control (QA/QC) procedures, of their successful implementation to verify/correct CALMET/CALPUFF modeling inputs and outputs, including specific examples of their successful implementation to verify/correct the extensive statistics extracted from CALPUFF outputs. <p><i>Note: Health Canada reserves the right to check references by contacting one or all of the references provided. Health Canada also reserves the right to reject a bidder should one or more of the references provided not be available within one week from completion of bid evaluation and if in checking references they do not confirm the resource’s work experience and information provided by the bidder. References should not be older than eight (8) years from date of this RFP.</i></p>		

13.0 Point Rated Criteria

13.1 Method of Evaluation

Bids which fail to obtain the minimum number of points specified for R1, R2 and R3 and obtain an overall of 70% of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately and clearly referenced and linked with the relevant page numbers within the proposal submitted by the contractor.

13.2 Point Rated Requirements

Criterion ID	Description		Max Pts	Min Pts	Prop. Page #
R1	<p>Project Manager: (40 points)</p> <p>As per M1 the Bidder has proposed a Project Manager with demonstrated experience in project management related to atmospheric modelling.</p> <p>The Project Manager has demonstrated experience providing the following:</p> <ul style="list-style-type: none"> ➤ Technical experience conducting atmospheric modelling and air quality assessment; ➤ Using existing atmospheric modelling results and air quality assessments; ➤ Assessing modelling results in the context of/ against widely accepted models, ability to explain differences, and demonstrate understanding of the strengths and weaknesses of the models; ➤ Demonstrated ability to assess congruency between models ➤ Demonstrated ability to understand the interface between atmospheric modelling and human exposure. ➤ Documentation of projects and report writing ➤ Documentation of experience liaising with industrial stakeholders/representatives on behalf of a Federal, Provincial or Territorial Government client and experience in stakeholder negotiations / discussions with other parties. <p>Up to Four (4) points will be awarded for each of the above bullet for a maximum of 28 points based upon Legend 1.</p> <ul style="list-style-type: none"> ➤ Experience in Project Management related to atmospheric modelling (US EPA approved versions of CALPUFF/CALMET) for predicting ALL (not only criteria air pollutants) contaminants of potential concern (COPCs) emitted by a Canadian industrial facility. <p>One (1) point will be awarded for the above bullet for each project submitted (i.e. each Canadian industrial facility) demonstrating the Project Managers experience as specified in the above bullet up to a maximum of 12 points</p>	<p>Demonstrated experience of the Project Manager (see Legend 1):</p> <p>Excellent– 4 points. Good– 2-3 points. Minimal– 1point. No Response – 0 points</p>			
R2	<p>Emissions Inventory Specialist(s) (36 points):</p> <p>As per M4 the Bidder has provided within their project summaries an Emissions Inventory Specialist with demonstrated experience in in the development and use of emissions inventories, and emissions modelling.</p> <p>The demonstrated experience includes the following areas:</p> <ul style="list-style-type: none"> ➤ Processing and manipulation of emissions inventories; ➤ Quality Assurance/Quality Control (QA/QC) methodologies for data handling, verification of emissions inventory information; 	<p>Demonstrated experience of the Emission Inventory Specialist(s) (see Legend 1):</p> <p>Excellent– 4 points. Good– 2-3 points. Minimal – 1point. No Response – 0 points</p>			

	<p>➤ Preparation of emissions inventory information(such as spatial and temporal allocations of emissions), including experience with Environment Canada’s National Pollutant Release Inventory (NPRI), for use in air quality modelling</p> <p>Four (4) points will be awarded for each bullet for a maximum of 12 points for demonstrated experience for each project summary as per M4 to a maximum of 36 points (maximum of 12 points for each project summary) based upon Legend 1.</p>				
R3	<p>Atmospheric Modeler(s): (38 points)</p> <p>As per M4, the Bidder has provided within their project summaries an Atmospheric Modelers with demonstrated experience in atmospheric modeling.</p> <p>The demonstrated experience includes the following areas:</p> <ul style="list-style-type: none"> ➤ The application of models (including the US EPA approved versions of CALPUFF/CALMET) for predicting the atmospheric transport of contaminants and the resulting concentrations in the environment (i.e. for specific geographical locations in Canada); ➤ Modelling of atmospheric processes involving air pollutants for input into human health risk assessments; and ➤ Experience working with data from Environment Canada’s National Air Pollution Surveillance Network – (NAPS) <p>Four (4) points will be awarded for each bullet to a maximum of 12 points for demonstrated experience for each project summary as per M4 to a maximum of 36 points (maximum of 36 points for each project summary) based upon Legend 1.</p> <ul style="list-style-type: none"> ➤ Additional two (2) points will be awarded if the Atmospheric Modeler(s) hold a Master’s or PhD degree related to atmospheric modelling. 	<p>Demonstrated experience of the Atmospheric Modeler(s) (see Legend 1):</p> <p>Excellent– 4 points. Good– 2-3 points. Minimal – 1point. No Response – 0 points.</p>			
R4	<p>Meteorologist(s): (15 points)**</p> <p>The demonstrated experience of the Meteorologist in accessing, interpreting, and manipulating meteorological data as per M1 includes the following;</p> <ul style="list-style-type: none"> ➤ Accessing, interpreting, and manipulating Environment Canada meteorological data via CALMET. <p>Five (5) points will be awarded for each of the project summaries under M4 demonstrating the above to a maximum of 15 points based upon Legend 2.</p>	<p>Demonstrated experience of the Meteorologist(s) (see Legend 2):</p> <p>Excellent– 5 points. Good–4 points. Satisfactory– 3 points. Minimal– 2 points. Poor – 1 point No Response – 0 points</p>			
R5	<p>Geographic Information System (GIS) Technician(s): (10 points)*</p> <p>The Geographic Information System (GIS) Technician(s) has additional years of experience over the minimum mandatory of three (3) years within the last five (5) years as per M1 in GIS and air data processing.</p> <p>Two (2) points will be awarded for each additional year over the minimum three (3) years of experience to a maximum of 10 points.</p>				

R6	<p>Team: (10 points)</p> <p>As per M3 the Bidder has provided three (3) Project summaries demonstrating their ability to provide a clear, logical and feasible Project/Work Plan with punctual delivery of the identified tasks and deliverables under the Statement of Work. This work plan should include information such as:</p> <ul style="list-style-type: none">• Scheduling of deliverables and milestones. The project finished on-time, on-budget and in accordance with the established project goals• Task breakdown• The number of Bidder resources involved in the project were sufficient• Level of effort. (Start and end dates of proposed resources)• Responsibilities assigned to proposed resource• Reporting and QA arrangements• Assignment of project=s team members, along with their depth of involvement, in attaining each deliverable's sub-element within the proposed schedule.• Identifying risks and or constraints or potential problem areas• Realistic plan for mitigating risks	<p>The Work Plan for the Project Summaries (see Legend 2):</p> <p>Excellent– 10 points. Good– 7-9 points. Satisfactory – 4-6 points. Minimal – 2-3 points. Poor – 1 point No Response – 0 points.</p>			
R7	<p>Proposal Quality: (10 points)</p> <p>Points will be awarded for presenting Proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based upon the information requested in the RFP, as evidenced by the following factors:</p> <ul style="list-style-type: none">➤ Order/structure of the Proposal to match the order of and clearly addressing each of the Mandatory and Point Rated Criteria; and;➤ Overall quality of the Proposal as it relates to presentation of information and ease-of-use, such as coded tabs to specify the locations of points addressing each mandatory and point-rated criteria and arrangement to facilitate reviewer evaluation. <p>Five (5) points will be awarded for each bullet based on legend 2.</p>				
Total points		159			

Legend 1

Excellent	The Bidder's response to this criterion is in depth covering all of the key elements exceeding the requirement. The Bidder provides an excellent demonstration of a logical, detailed response which addresses each key element clearly and completely. The knowledge, experience or approach demonstrated should ensure the highly effective performance of the tasks identified under the Statement of Work.
Good	The Bidder's response to this criterion addresses the requirement well while missing a few elements/ key factors. The Bidder provides a good demonstration of a logical, detailed response which addresses each key element clearly and completely. The knowledge, experience or approach demonstrated should ensure more than adequately effective performance of the tasks identified under the Statement of Work.
Satisfactory	The Bidder's response satisfactorily addresses this criterion while missing several key elements. The Bidder provides a satisfactory demonstration of a logical , detailed response which addresses each key element clearly and completely while missing several key elements. The knowledge, experience or approach demonstrated should meet the minimum needed for an adequately effective performance of the tasks identified under the Statement of Work.
Minimal	The Bidder's response to this criterion is inadequate in certain areas of this factor. The Bidder provides a minimal demonstration of a logical, detailed response which addresses each key element clearly and completely which is missing a majority of key elements. The knowledge, experience or approach demonstrated is likely to be insufficient for the effective performance of the tasks identified under the Statement of Work.
Poor	The Bidder's response is poor in addressing the criterion. The Bidder provides a poor demonstration of a clear, logical, detailed response which addresses each key element clearly and completely. The knowledge, experience or approach demonstrated is insufficient for the effective performance of the tasks identified under the Statement of Work.
No Response	The Bidder does not address the criterion.

Legend 2

Excellent	The Bidder’s response to this criterion is in depth covering all of the key elements/factors exceeding the requirement. The Bidder provides an excellent demonstration of a clear, logical, detailed response which addresses each key element clearly and completely. The knowledge, experience or approach demonstrated should ensure the highly effective performance of the tasks identified under the Statement of Work.
Good	The Bidder’s response to this criterion addresses the requirement well while missing a few key elements. The Bidder provides a good demonstration of a clear, logical, detailed response which addresses each key element clearly and completely. The knowledge, experience or approach demonstrated should ensure the effective performance of the tasks identified under the Statement of Work.
Minimal	The Bidder’s response to this criterion is inadequate in certain areas of this factor. The Bidder provides a minimal demonstration of a clear, logical, detailed response which addresses each key element clearly and completely. The knowledge, experience or approach demonstrated is likely to be insufficient for the effective performance of the tasks identified under the Statement of Work..
No Response	The Bidder does not address the criterion.

13.3 Financial Proposal

Bidders meeting ALL Mandatory Requirements AND achieving the minimum required points for R1, R2, and R3 and an overall minimum of 70% shall be evaluated on the basis of their Financial Proposal. Bidders must submit, along with their Technical Proposal, a detailed Financial Proposal as indicated in *Section 9.1* of the RFSO, in a **separate sealed envelope**.

13.4 Financial Proposal Format

See *Annex B*.

14.0 Basis of Awarding the Standing Offer Agreement(s)

Highest Compliant Combined Rating of Technical Merit and Price:

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The SOA will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 75% of the bid and price at 25%.

The SOAs shall be awarded based on **the Highest combined rating of technical merit and price**, that is taking into account both the Technical and Financial Proposal evaluations. To arrive at an overall score achieved by a Bidder, a weighting has been established whereby the Technical Proposal will be valued at 75 % and the Financial Proposal will be valued at 25 % of the submission.

The table below illustrates an example where the selection of the contractor is determined by a 75/25 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (75%) and Price (25%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88	82	92
Bid Evaluated Price	\$60,000	\$55,000	\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 75 = 66.00$	$50,000 / 60,000 \times 25 = 20.83$	86.83
Bidder 2	$82 / 100 \times 75 = 61.50$	$50,000^* / 55,000 \times 25 = 22.73$	84.23
Bidder 3	$92 / 100 \times 75 = 69.00$	$50,000^* / 50,000 \times 25 = 25.00$	94.00

* represents the lowest evaluated price

Up to three (3) highest-ranked proposal(s) meeting ALL Mandatory Requirements and achieving the achieving the minimum required points for R1, R2, and R3 and achieve an overall minimum of 70% and representing **the Highest combined rating of technical merit and price** to HC shall be recommended for inclusion within the SOA.

Health Canada reserves the right to award one Supply Arrangement under this RFSO should this solicitation result in a single successful supplier

In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for the point rated technical criteria will take precedence in the ranking of the proposed Standing Offer Agreement.

15.0 Debriefing

A debriefing shall be provided, on request, only following entry by the Crown into a SOA with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder should contact the Contracting Officer identified on the front cover of the RFSO. The debriefing shall include an outline of the reason(s) the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions shall be protected.

ANNEX “A”**Certifications**

Bidders must provide the required certifications to be awarded a Standing Offer Agreement. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications Bidders provide to Canada is subject to verification by Canada during the bid evaluation period **(before award of a Standing Offer Agreement) and after award of a SOA**. The Contracting Authority will have the right to ask for additional information to verify Bidders' compliance with the certifications before award of a SOA. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certifications Precedent to SOA Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Compliance with Terms and Conditions

The Bidder by signing below hereby certifies that it has read the RFSO in its entirety, including the Statement of Work, and signifies compliance with and acceptance of all the articles, clauses, terms and conditions contained or referenced in this RFSO document.

Signature

Date**Certification of Education Experience and Language Requirements**

Offers, to be considered responsive, must contain the following certification:

“The Bidder hereby certifies that all statements made with respect to education, experience and language requirements are true and that any person proposed by the Bidder to perform the work or part of the work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.”

The Crown reserves the right to verify the above certification and to declare the proposal non-responsive for any of the following reasons:

- a unverifiable or untrue statement;
- b unavailability of any person proposed on whose statement of education and experience the Crown relied to evaluate the offer and award the SOA.

Signature

Date

Certification of Availability and Status of Personnel

Availability of Personnel and Facility

The Bidder certifies that, should it be authorized to provide services under any SOA resulting from this solicitation, the persons and facility proposed in its offer shall be available to commence performance of the work within a reasonable time from SOA award, of within the time specified herein and shall remain available to perform the work in relation to the fulfillment of this requirement.

Status of Personnel

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder 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 fulfillment of this requirement and to submit such persons résumé to the Contracting Authority.

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

Signature

Date

Employment Equity

The Federal Standing Offer Holders 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 proposals. All bidders must check the applicable box(es) below. Failure to do so may render the proposal non-responsive.

Program requirements do not apply for the following reason(s):

- ☐ proposal is less than \$200,000;
- ☐ this organization has fewer than 100 permanent part-time and/or full time employees across Canada;
- ☐ 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 Federal Standing Offer Holders Program for Employment Equity applies to Canadian-based bidders only. The Certificate of Commitment criteria and other information about the Federal Standing Offer Holders Program for Employment Equity are available in the PWGSC Standard Acquisition Clauses and Conditions (SACC) Manual, and on the Government Electronic Tendering Service.

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rqqr.do?lang=eng&verb=rese&id=&date=current&ttl=&detail=Employment+Equity&type=all&action=search>

Proposal Validity Period

The Bidder hereby signing certifies that all pricing identified in his/her Cost/Price Proposal shall be valid for a period of one hundred and twenty (120) days from closing date of this RFSO.

Signature

Date

Legal name and bidder's information (print clearly)

Bidder's Legal Name _____

Bidder's Complete Address _____

Bidder's Phone number (_____) _____

Bidder's Authorized Representative _____

Bidder's Authorized Representative Phone number (_____) _____

Bidder's Authorized Representative e-mail _____

Bidder's Procurement Business Number _____

Bidder's Province in which he is incorporated. _____

Email of Bidder. _____

ANNEX “B”

Financial Proposal Format

This information is to be submitted in a separate sealed envelope.

Proposed Per Diem Rates (for each labour category) shall be included in the resulting SOA and applicable for the duration of the SOA.

As per M1 the Bidder must provide only one resource per category.

The financials will be evaluated as follows:

Total sum of the per diem rates for Table “A”, “A1” and “A2” for categories 1, 2 and 3 making up 75 % of the total cost plus the total sum of the per diem rates for categories 4 and 5 making up 25% of the total cost for a final total of 100%. Please see Table “B”

TABLE “A”

From contract award to March 31, 2016

<u>COLUMN « A »</u>		<u>COLUMN « B »</u>	<u>COLUMN “C”</u>
<u>CATEGORY</u>		<u>PROPOSED RESOURCE(S)</u>	<u>PER DIEM RATE(S) (CAN\$)</u> For a two year period from date of award of the SOA.
1	Project Manager		\$
2	Atmospheric Modeller		\$
3	Emissions Inventory Specialist(s)		\$
4	Meteorologist(s)		\$
5	Geographic Information System (GIS) Technician(s)		\$

PER DIEM RATE CALCULATIONS FOR OPTION PERIODS

TABLE “A1”

OPTION PERIOD 1

April 1 2016 to March 31st 2017

<u>COLUMN « A »</u>		<u>COLUMN « B »</u>	<u>COLUMN “C”</u>
<u>CATEGORY</u>		<u>PROPOSED RESOURCE(S)</u>	<u>PER DIEM RATE(S) (CAN\$)</u>
1	Project Manager		\$
2	Atmospheric Modeller		\$
3	Emissions Inventory Specialist(s)		\$
4	Meteorologist(s)		\$
5	Geographic Information System (GIS) Technician(s)		\$

TABLE “A2”
OPTION PERIOD 2
April 1st 2017 to March 31st 2018

<u>COLUMN « A »</u>		<u>COLUMN « B »</u>	<u>COLUMN “C”</u>
<u>CATEGORY</u>		<u>PROPOSED RESOURCE(S)</u>	<u>PER DIEM RATE(S) (CAN\$)</u>
1	Project Manager		\$
2	Atmospheric Modeller		\$
3	Emissions Inventory Specialist(s)		\$
4	Meteorologist(s)		\$
5	Geographic Information System (GIS) Technician(s)		\$

TABLE “B”

TOTAL SUM OF THE PER DIEM RATES FOR CATEGORIES 1,2 AND 3 X 75% FOR TABLES “A”, “A1” AND “A2”	\$
TOTAL SUM OF THE PER DIEM RATES FOR CATEGORIES 4 AND 5 X 25% FOR TABLES “A”, “A1” AND “A2”	\$
BIDDER TOTAL = TOTAL SUM OF CATEGORIES 1,2 and 3 at 75% plus TOTAL SUM OF CATEGORIES 4 and 5 at 25% FOR A FINAL TOTAL OF 100% FOR TABLES “A”, “A1” AND “A2”	\$

ANNEX “C”

Sample of Standing Offer Agreement (SOA)

Standing Offer Reference Number:
Vendor Number:

Articles of Agreement

STANDING OFFER

These Articles of Agreement are made as of the XX day of month, 2014

between

Her Majesty the Queen in right of Canada (referred to in the contract as “Her Majesty”) represented by the Minister of Health (referred to in the contract as the “Minister”)

and

Standing Offer Holder Name
Complete Address
City, Province
Postal Code

(referred to in the contract as the “Standing Offer Holder”).

Her Majesty and the Standing Offer Holder agree as follows:

A1.0 Standing Offer Agreement

A1.1 The following documents and any related amendments form the Agreement between Her Majesty and the Standing Offer Holder:

A1.1.1 these Articles of Agreement;

A1.1.2 The Request for Standing Offer document and any/all amendments issued thereto;

A1.1.3 the document attached as Appendix “A” and entitled “General Conditions”, referred to as the General Conditions;

A1.1.4 the document attached as Appendix “B” and entitled “Ownership of Intellectual and Other Property Including Copyright” referred to as Ownership of Intellectual and Other Property Including Copyright;

A1.1.5 the document attached as Appendix “C” and entitled “Supplementary Conditions”, referred to as the Supplementary Conditions;

A1.1.6 the document attached as Appendix “D” and entitled “Terms of Payment”, referred to as the Terms of Payment;

A1.1.7 the document attached as Appendix “E” and entitled “Security Requirement Checklist”

A1.2 In the event of discrepancies, inconsistencies or ambiguities in the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of the document subsequently appearing on the list.

A2.0 Date of Completion of Work and Description of Work

- A2.1 The period of the Standing Offer Agreement shall be for a two year period from the date of these Articles of Agreement.
- A2.2 Her Majesty reserves the right to extend the duration of the Standing Offer Agreement by up to two (2) consecutive additional one (1) year option periods to be exercised at Health Canada's discretion.
- A2.3 Should Her Majesty exercise the right to extend this Standing Offer Agreement beyond its initial period, the Standing Offer Holder hereby agrees to provide the services specified herein under the same terms, conditions and rates specified herein.
- A2.4 Any such extension of the Standing Offer Agreement will be evidenced through the issuance of a written Notice given prior to the end of the Agreement.
- A2.5 The Standing Offer Holder must perform the Work described in the call-up against the Standing Offer Agreement.

A3.0 Limitations

- A3.1 The total cumulative value of all call-ups issued against all Standing Offer Agreements (SOA) including all option years should they be exercised shall not exceed the sum of \$1.M, Goods and Services Tax or Harmonized Sales Tax not included (\$250,000.00 annually).
- A3.2 The Standing Offer Holder understands and agrees that the level of service specified in the Request for Standing Offer is only an approximation of the requirements given in good faith. This Standing Offer shall not constitute a commitment by Her Majesty to order any or all of the said services whatsoever, or to spend any monies whatsoever.
- A3.3 Individual call-ups issued against this Standing Offer shall not exceed \$250K (including Goods and Services Tax, Harmonized Sales Tax and all amendments).
- A3.4 The aggregate value of all amendments shall not exceed 50% of the original contract value and shall not increase the contract value above the call-up limitation.
- A3.5 The Standing Offer Holder understands and agrees that Her Majesty's liability under this Standing Offer Agreement shall be limited to that which arises from individual call-ups against the Standing Offer Agreement.
- A3.6 The Standing Offer Holder understands and agrees that a default under one or more contracts created by a call-up under this Standing Offer shall entitle Her Majesty, in Her Sole discretion, to treat such default as a default under any one or more of any remaining contracts created by a call-up under this Standing Offer, whether or not the Offeror is in fact in default under any of such remaining contracts.

A4.0 Appropriate Law

- A4.1 This Standing Offer Agreement and any resulting call-ups shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

A5.0 Supplementary General Conditions

A5.1 2005 (2014-06-26) General Conditions - Standing Offers - Goods or Services are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2005 and this document, this document prevails.

A6.0 Standing Offer Authority

Officer's name:

Directorate:

Branch:

Health Canada

Address:

Telephone: 613-

Facsimile: 613-

The Standing Offer Authority is responsible for the management of this Standing Offer Agreement. Any changes to the Standing Offer Agreement must be authorized in writing by the Standing Offer Authority. The Standing Offer Holder is not to perform work outside the scope of this Standing Offer Agreement based on verbal or written request or instructions from any government personnel other than the Standing Offer Authority.

This Standing Offer Agreement has been executed on behalf of the Standing Offer Holder and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

FOR THE STANDING OFFER HOLDER _____
Name and title Date

FOR HER MAJESTY _____
Name and title Date

GENERAL CONDITIONS FOR CALL-UPS UNDER STANDING OFFER AGREEMENT**GC1.0 Interpretation****GC1.1** In the contract,

GC1.1.1 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the contract;

GC1.1.2 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;

GC1.1.3 "Call-Up" means an order issued under the authority of the Departmental Representative against a standing offer agreement. Communication of a call-up against a standing offer agreement to the Standing Offer Holder and causes a contract to come into effect. The parties to the contract that comes into effect when a call-up against a standing offer agreement is made are Her Majesty, the Queen in right of Canada, as represented by the Minister and the Standing Offer Holder.

GC1.1.4 "work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Standing Offer Holder to perform the Standing Offer Holder's obligations under the contract.

GC2.0 Successors and Assigns

GC2.1 The contract shall inure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.

GC3.0 Assignment

GC3.1 The contract shall not be assigned in whole or in part by the Standing Offer Holder without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

GC3.2 No assignment of the contract shall relieve the Standing Offer Holder from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

GC4.0 Time of the Essence

GC4.1 Time is of the essence of the contract.

GC4.2 Any delay by the Standing Offer Holder in performing the Standing Offer Holder's obligations under the contract which is caused by an event beyond the control of the Standing Offer Holder, and which could not have been avoided by the Standing Offer Holder without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

GC4.3 The Standing Offer Holder shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the

delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Standing Offer Holder shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Standing Offer Holder will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Standing Offer Holder shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

- GC4.4 Unless the Standing Offer Holder complies with the requirements of GC4.3, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- GC4.5 Notwithstanding that the Standing Offer Holder has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in GC7.0.

GC5.0 Indemnification

- GC5.1 The Standing Offer Holder shall indemnify and save harmless Her Majesty, the Minister and their servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Standing Offer Holder, the Standing Offer Holder's servants, agents or sub Standing Offer Holders in performing the work or as a result of the work.
- GC5.2 The Standing Offer Holder shall indemnify Her Majesty, the Minister and their servants and agents from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or other intellectual property right resulting from the performance of the Standing Offer Holder's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.
- GC5.3 The Standing Offer Holder's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- GC5.4 The Standing Offer Holder agrees that Her Majesty shall not be liable for, and agrees to protect and indemnify Her Majesty with respect to, any injury or damage (including death) to the Standing Offer Holder or to the person of any officer, servant or agent of the Standing Offer Holder or for the loss of or damage to the property of the Standing Offer Holder or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said work unless the injury, loss or damage is caused by the negligence of an officer, servant or agent of Her Majesty while acting within the scope of his or her employment.

GC6.0 Notices

- GC6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, telegram, facsimile or electronic mail addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, facsimile or electronic mail, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7.0 Termination or Suspension for Convenience

- GC7.1 The Minister may, by giving notice to the Standing Offer Holder, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- GC7.2 All work completed by the Standing Offer Holder to the satisfaction of Her Majesty before the giving of notice shall be paid for by Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of notice, Her Majesty shall pay the Standing Offer Holder's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of the work not completed.
- GC7.3 In addition to the amount which the Standing Offer Holder shall be paid under GC7.2, the Standing Offer Holder shall be reimbursed for the Standing Offer Holder's cost of, and incidental to, the cancellation of obligations incurred by the Standing Offer Holder pursuant to the notice and obligations incurred by the Standing Offer Holder or to which the Standing Offer Holder is subject with respect to the work.
- GC7.4 Payment and reimbursement under the provisions of GC7.0 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Standing Offer Holder and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part of the work terminated.
- GC7.5 The Standing Offer Holder shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Standing Offer Holder under the contract, exceeds the contract price applicable to the work or the particular part of the work.
- GC7.6 The Standing Offer Holder shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC7.0, except as expressly provided.

GC8.0 Termination Due to Default of Standing Offer Holder

- GC8.1 The Minister may, by notice to the Standing Offer Holder, terminate the whole or any part of the work if:
- GC8.1.1 the Standing Offer Holder becomes bankrupt or insolvent, or a receiving order is made against the Standing Offer Holder, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Standing Offer Holder, or if the Standing Offer Holder takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or
- GC8.1.2 the Standing Offer Holder fails to perform any of the Standing Offer Holder's obligations under the contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- GC8.2 In the event that the Minister terminates the work in whole or in part under GC8.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Standing Offer Holder shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- GC8.3 Upon termination of the work under GC8.1, the Minister may require the Standing Offer Holder to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Standing Offer Holder has specifically acquired or produced for the

fulfilment of the contract. Her Majesty shall pay the Standing Offer Holder for all finished work delivered pursuant to the direction and accepted by the Minister, the cost to the Standing Offer Holder of the finished work plus the proportionate part of any fee fixed by the contract and shall pay

or reimburse the Standing Offer Holder the fair and reasonable cost to the Standing Offer Holder of all materials or work-in-process delivered pursuant to the direction. Her Majesty may withhold from the amounts due to the Standing Offer Holder the sums that the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

GC8.4 The Standing Offer Holder shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Standing Offer Holder under the contract, exceeds the contract price applicable to the work or the particular part of the work.

GC8.5 If, after the Minister issues a notice of termination under GC8.1, it is determined by the Minister that the default of the Standing Offer Holder is due to causes beyond the control of the Standing Offer Holder, the notice of termination shall be deemed to have been issued pursuant to GC7.1 and the rights and obligations of the parties shall be governed by GC7.0.

GC9.0 Records to be Kept by Standing Offer Holder

GC9.1 The Standing Offer Holder shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Standing Offer Holder including invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts. No identifying information such as name or address or phone number of the client shall be present on any records or accounts. A client number will be assigned when the Standing Offer Holder receives a request to perform work. A file for each client served with details of the work performed, including assessment, treatment plan, and follow-up, general and progress notes (date and time of sessions, and all contacts, including by phone), shall be kept in a safe secure place accessible only to the Standing Offer Holder except when audited as indicated in GC9.2 below. A client number will be used to identify the client on the file and on all documents in the file. A list of names and phone numbers of clients with corresponding client numbers will be kept separately from the client file, in a safe and secure place accessible only to the Standing Offer Holder except when being audited as indicated in GC9.2.

GC9.2 The Standing Offer Holder shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to in GC9.1.

GC9.3 The Standing Offer Holder shall not dispose of the documents referred to in GC9.1 without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for the period of time specified elsewhere in the contract or, in the absence of such specification, for a period of six years following completion of the work.

GC10.0 Ownership of Intellectual and Other Property Including Copyright

REFER TO APPENDIX "B"

GC11.0 Conflict of Interest

GC11.1 The Standing Offer Holder agrees that its signature on the contract certifies that the government's rules on conflict of interest, summarized below, have been discussed with the Standing Offer Holder, and that the Standing Offer Holder complies in every respect with the rules.

The government has adopted a policy to ensure that hiring and contracting of suppliers of goods and

services will meet the highest ethical standards. Health Canada wishes to make it clear that these standards will be scrupulously observed. The relevant portion of the policy precludes appointment not only of a Minister's immediate family, that is, Minister's spouse, parents, children, brothers and sisters, but also any member of the immediate family of his or her spouse, the immediate families of other Ministers and of party colleagues in the House of Commons and the senate. It applies, as well, to organizations outside of government in which such family members are employed in senior positions of authority including membership on Boards of Directors. Your signature on this contract or agreement certifies that this aspect of the government rules on conflict of interest has been discussed with you and that you and your firm comply in every respect with these rules.

GC11.2 It is a term of this contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions;

GC11.3 The Standing Offer Holder declares that the Standing Offer Holder has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Standing Offer Holder shall declare it immediately to the Departmental Representative.

GC12.0 Standing Offer Holder Status

GC12.1 This is a contract for the performance of a service and the Standing Offer Holder is engaged under the contract as an independent Standing Offer Holder for the sole purpose of providing a service. Neither the Standing Offer Holder nor any of the Standing Offer Holder's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Standing Offer Holder agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, or Income Tax.

GC13.0 Warranty by Standing Offer Holder

GC13.1 The Standing Offer Holder warrants that the Standing Offer Holder is competent to perform the work required under the contract in that the Standing Offer Holder has the necessary qualifications including the knowledge, skill and ability to perform the work.

GC13.2 The Standing Offer Holder warrants that the Standing Offer Holder shall provide a quality of service at least equal to that which Standing Offer Holders generally would expect of a competent Standing Offer Holder in a like situation.

GC14.0 Member of Parliament

GC14.1 No member of Parliament shall be admitted to any share or part of this contract or to any benefit to arise from this contract.

GC15.0 Security and Protection of Work

GC15.1 The Standing Offer Holder shall keep confidential all information provided to the Standing Offer Holder by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Standing Offer Holder as part of the Work where copyright or any other intellectual property rights in such information (except a license) vests in Canada under the Contract. The Standing Offer Holder shall not disclose any such information to any person without the written permission of the Minister, except that the Standing Offer Holder may disclose to a Sub Standing Offer Holder

information necessary for the performance of the Subcontract, on the condition that the Sub Standing Offer Holder agrees that it will be used solely for the purposes of such Subcontract. Information provided to the Standing Offer Holder by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Standing Offer Holder shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require. This section does not apply to any information that:

GC15.1.1 is publicly available from a source other than the Standing Offer Holder; or

GC15.1.2 is or becomes known to the Standing Offer Holder from a source other than Her Majesty, except any source that is known to the Standing Offer Holder to be under an obligation to Her Majesty not to disclose the information.

GC16.0 Certification - Contingency Fees

GC16.1 The Standing Offer Holder certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties.

GC16.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the accounts and audit provisions of this contract.

GC16.3 If the Standing Offer Holder certifies falsely under this section or is in default of the obligations contained in this section, the Minister may either terminate this contract in accordance with the default provisions of this contract or recover from the Standing Offer Holder by way of reduction to the contract price or otherwise the full amount of the contingency fee.

GC16.4 In this section:

GC16.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

GC16.4.2 "employee" means a person with whom the Standing Offer Holder has an employer/employee relationship;

GC16.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act, R.S.C. 1985, c. 44 (4th Supp.) as the same may be amended from time to time.

GC17.0 Work Force Reduction Programs

GC17.1 The Standing Offer Holder acknowledges and agrees that any person, including the Standing Offer Holder, carrying out this contract, shall make available to the Departmental Representative any details of the status of the person with respect to cash out benefits as well as details of any pension payments under Work Force Reduction Programs.

GC17.2 The Standing Offer Holder shall, if asked in writing and where necessary, sign or cause to have

signed on behalf of any person, a waiver of privacy
with respect to any and all information in relation to any such benefits and payments.

GC18.0 Amendments

GC18.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC19.0 Entire Agreement

GC19.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

APPENDIX “B”**OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT****Crown to Own Intellectual Property Rights****GC10.0 Canada to Own Intellectual Property Rights in Foreground Information**

1. Interpretation
2. Disclosure of Foreground Information
3. Canada to Own Intellectual Property Rights in Foreground Information
4. License to Intellectual Property Rights in Background Information
5. Right to License
6. Access to Information; Exception to Contractor Rights
7. Waiver of Moral Rights

GC10.1 *Interpretation*

In the Contract,

- GC10.1.1 “Background Information” means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
- GC10.1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices;
- GC10.1.3 “Foreground Information” means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- GC10.1.4 “Intellectual Property Right” means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders’ rights) or arising from protection of information as a trade secret or as confidential information;
- GC10.1.5 “Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- GC10.1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- GC10.1.7 “Technical Information” means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

GC10.2 *Disclosure of Foreground Information*

- GC10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
- GC10.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

GC10.3 *Canada to Own Intellectual Property Rights in Foreground Information*

- GC10.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
- GC10.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2014)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (2014)

- GC10.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
- (ii) For greater certainty and without limiting sub-section GC10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
- GC10.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in

GC10.4 *License to Intellectual Property Rights in Contractor's Background Information*

- GC10.4.1 Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its Intellectual Property Rights in the Foreground Information. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- GC10.4.2 The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection GC10.4.1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Background Information includes the right to disclose the Background Information to bidders for such contracts and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- GC10.4.3 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections GC10.4.1 and GC10.4.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
- GC10.4.4 Notwithstanding subsections GC10.4.1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

GC10.5 *Right to License*

- GC10.5.1 The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

GC10.6 *Access to Information; Exception to Contractor Rights*

- GC10.6.1 Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
- GC10.6.2 Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
- (1) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of

- (2) deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
- (3) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
- (4) is independently developed by or for Canada; or
- (5) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

GC10.7 *Waiver of Moral Rights*

GC10.7.1 The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

GC10.7.2 If the Contractor is an author of the Foreground Information referred to in subsection GC10.7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

APPENDIX "C"
SUPPLEMENTARY CONDITIONS

C1.0 Security Clearance

C1.1 Refer to PART I, "Statement of Work (SOW)" Section 3.10 Security.

C2.0 Replacement Personnel

C2.1 The Standing Offer Holder shall provide the services of the persons named in the proposal presented by the Standing Offer Holder in response to the Request for Standing and any additional persons necessary to perform the work and provide the services required under this contract, unless the Standing Offer Holder is unable to do so for reasons beyond the Standing Offer Holder's control.

C2.2 Should the Standing Offer Holder, at any time, be unable to provide their services, the Standing Offer Holder shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Departmental Representative. In such case the Standing Offer Holder shall notify the Departmental Representative in writing and provide:

C2.2.1 the reason for the removal of the named person from the project;

C2.2.2 the name of the proposed replacement;

C2.2.3 an outline of the qualifications and experience of the proposed replacement;

C2.2.4 an accepted security clearance certificate, if applicable.

C2.3 The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Any change in the terms and conditions of this contract which result from a replacement of personnel shall be effected by a contract amendment.

C2.4 Notwithstanding the foregoing, the Standing Offer Holder is required to perform the work and provide the services in accordance with the terms of this contract.

C3.0 Criminal Code of Canada

C3.1 The Standing Offer Holder certifies that the company has never been convicted of an offence under the following sections of the Criminal Code of Canada:

Section 121, Frauds on the government;

Section 124, Selling or purchasing office; or

Section 418, Selling defective stores to Her Majesty.

C3.2 It is a term of this standing offer that the Standing Offer Holder and any of the c Standing Offer Holder s employees assigned to the performance of the standing offer and any call-ups are in compliance with Section 748 of the Criminal Code of Canada which prohibits anyone who has been convicted of an offence under:

Section 121, Frauds on the government;

Section 124, Selling or purchasing office; or

Section 418, Selling defective stores to Her Majesty,

from holding public office, contracting with the government or receiving a benefit from a

government contract, unless the Governor in Council has restored (in whole or in part) these capacities to the individual or the individual has received a pardon.

C4.0 Inspection/Acceptance

- C4.1 All the work performed under this Standing Offer Agreement and any call-ups shall be subject to inspection by the Departmental Representative, prior to acceptance. Should the work or any portion of the work not be in accordance with the requirements of the Standing Offer Agreement and call-up, the Departmental Representative shall have the right to reject it or require its correction.

C5.0 Identified Users

The identified user authorized to make call-ups against the Standing Offer(s) is the Healthy Environment Consumer Safety, SED branch of Health Canada.

C6.0 Call-Up Authorization

- C6.1 A call-up against this Standing Offer Agreement shall form a contractual commitment by the Standing Offer Holder to perform those services which have been called-up, provided always that such call-up is made in accordance with the provisions of the Standing Offer Agreement.

- C6.2 Any call-ups for Services against this Standing Offer Agreement will be authorized as follows:

6.2.1

Call-Ups under the Standing Offer Agreement will be subject to the terms and conditions of these sample Articles of Agreement.

6.2.2

Health Canada will enter into an individual Call-up against any of the Standing Offers up to a maximum not to exceed \$250K (including Goods and Services Tax, Harmonized Sales Tax and all amendments), on the Technical Authority's or designate's decision, based on operational requirements, supplier availability for a complete requirement and supplier ranking.

6.2.3

Should more than one Standing Offer Holder be available for a complete requirement, the Call-up will be awarded based on the SOA supplier ranking.

6.2.4

If no one Standing Offer Holder can satisfy a complete requirement, the Technical Authority will use their discretion to award Call-ups to multiple Standing Offer Holders in order to meet the operational requirement.

6.2.5

Health Canada will contact the applicable Standing Offer Holders to obtain an estimate of costs and then enter into a Call-up with the Standing Offer Holder, based on rates identified in the SOA. The SOA Holder shall acknowledge receipt of the call-up document within one (1) working day of receipt. It is understood and agreed that the SOA Holder will not commence any work until authorized in writing by Call-up issued by the Technical Authority or their delegate.

6.2.6 No costs incurred before receipt of a signed "Call-up Against a Standing Offer" from the Technical Authority, can be charged to any resulting SOA.

6.2.7 Regular Work Periods

For each work request respective of the regular work periods (*see Appendix D, Section 2.3*), the Technical Authority shall contact the highest ranked Standing Offer Holder and provide him/her with a description of the services required and the delivery schedule to be respected.

Should the selected Standing Offer Holder be unable to perform the work requirement due to unavailability of resources or delivery schedule, the Standing Offer Holder must notify the Technical Authority in writing within forty eight (48) hours of being contacted.

This step would be repeated until one is able to perform the work as requested.

Failure to provide written notification of availability within forty eight (48) hours of being contacted shall be interpreted as being unable to perform the service(s) and shall result in the Technical Authority going to the next selected Standing Offer Holder with the work request in question.

6.2.8 Urgent Requests

For each work request deemed “urgent”, the Technical Authority shall contact the ranked Standing Offer Holder of their choice and provide him/her with a description of the services required and the delivery schedule to be respected.

Should the selected Standing Offer Holder be unable to perform the work requirement due to unavailability of resources or delivery schedule, the Standing Offer Holder must notify the Technical Authority in writing within twenty four (24) hours of being contacted.

This step would be repeated until one is able to perform the work as requested.

Failure to provide written notification of availability within twenty four (24) of being contacted shall be interpreted as being unable to perform the service(s) and shall result in the going to the next selected Standing Offer Holder with the work request in question.

C7.0 Periodic Reports

C7.1 The Offerer shall provide to the Standing Offer Authority semi-annual reports on activity of the Standing Offer, showing the number and total value of Call-Ups by each branch. Reports shall be submitted no later than fifteen days after the designated reporting period. If you have received no Call-Ups during this period you must confirm this (example – NIL). The Offerer understands that failure to comply may result in the setting aside of the Standing Offer.

Each Semi-Annual Usage Report, by Project, is to be comprised of:

Offerer:		Project:	
Branch and Division	Call-Up No.	Date issued	Dollar Value (excluding tax)
CFOB – MAMD (example)	4500612589(example)	August 13, 2010 (example)	\$45,000.00 (example)
Subtotal for Current Period:		Total Year to Date Value:	

C8.0 2035 (2014-06-26) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

APPENDIX “D” TERMS OF PAYMENT

D1.0 Basis of Payment

- D1.1 For the satisfactory performance of the agreed to services requisitioned under Call-ups pursuant to this Standing Offer Agreement, the Standing Offer Holder shall be paid at the rates specified in D2.2.1 below.
- D1.2 All prices and amounts of money are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Standing Offer Holder agrees to remit to Canada Customs and Revenue Agency any GST or HST paid or due.
- D1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

D2.0 For Call-ups Subject to Limitation of Expenditures

- D2.1 No increase in the total liability of Her Majesty or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications will be authorized or paid to the Standing Offer Holder unless such changes, modifications or interpretations have been approved, in writing, by the Departmental Representative for the call-up, prior to their incorporation into the Work. The Standing Offer Holder shall not be obliged to perform any work or provide any service that would cause the total liability of Her Majesty to be exceeded without the prior written approval of the Departmental Representative. The Standing Offer Holder shall notify the Departmental Representative, in writing, as to the adequacy of this sum when:

- (i) it is 75 percent committed, or
- (ii) four (4) months prior to the call-up delivery date, or
- (iii) if the Offeror considers the funds provided in the call-up are inadequate for the completion of the Work,

whichever comes first.

In the event that the notification refers to inadequate funds, the Standing Offer Holder shall provide to the Departmental Representative in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Her Majesty's liability.

D2.2 Cost breakdown

Cost breakdown The cost breakdown will be in accordance with the Financial Proposal dated XXX and submitted in response to the Request for Standing Offer 1000158271.

D3.0 Schedule of Payments

D3.1 Progress payment for services rendered will be made, monthly in arrears, upon completion and acceptance of the deliverables outlined below to the approval of the Departmental Representative, following receipt of detailed invoice(s).

Payment (or Date)	Deliverables	Amount
#1	xxxxxxx	\$
#2	xxxxxxx	\$
#3	xxxxxxx	\$

Acceptance of the work to the satisfaction of the Departmental Representative, following receipt of a detailed invoice.

D3.2 Payments by Her Majesty to the Standing Offer Holder shall be made within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

D4.0 Time and Contract Price Verification

Time charged and the Contract Price of any incidental materials used may be verified by Canada's authorized representative before or after payment is made to the Standing Offer Holder. If verification is done after payment, the Standing Offer Holder agrees to repay any overpayment immediately upon demand by Canada.

D5.0 Form of Invoice

"Form of Invoice" means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.

D5.1 Payments will be made provided that:

D5.1.1 the Standing Offer Holder submits to the Departmental Representative an original and one (1) copy of the invoice;

D5.1.2 each invoice shows:

- (a) the Standing Offer Agreement Reference Number, and Financial Code as shown on Page 1 of the contract;
- (b) the Call-up Number and date;
- (c) the amount of GST or HST payable as a separate amount;
- (d) the Standing Offer Holder's GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
- (e) all the information listed in section D3.1; and

D5.1.3 each invoice is accompanied by supporting documents (invoices, prepaid bills, time sheets etc.), as applicable; and

- D5.1.4 each invoice and supporting documentation, if applicable, are properly and accurately completed.
- D5.2 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Standing Offer Holder is required to provide the following information on each invoice:
- (a) the legal name of the Standing Offer Holder, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
 - (b) the status of the Standing Offer Holder, i.e. individual, unincorporated business, or corporation;
 - (c) for individuals and unincorporated businesses, the Standing Offer Holder's SIN and, if applicable, the BN;
 - (d) for corporations, the BN. If there is no BN or GST/HST number, as per section D4.1.2©), the T2 Corporation Tax number must be shown; and
 - (e) the following certification signed by the Standing Offer Holder or an authorized officer:

"I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Customs and Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Standing Offer Holder."
- D5.3 Invoices submitted by the Standing Offer Holder that do not comply with the requirements of sections D4.1 and D4.2 shall be returned to the Standing Offer Holder for correction and re-submission.
- D5.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Standing Offer Holder of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section D3.2 being used for the sole purpose of calculating interest on overdue accounts.
- D6.0 Interest on Overdue Accounts**
- D6.1 For the purposes of this clause:
- (a) "average rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - (b) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (c) an amount is "due and payable" when it is due and payable by Her Majesty to the Standing Offer Holder in accordance with the terms of the contract; and
 - (d) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

- D6.2 Her Majesty shall be liable to pay to the Standing Offer Holder simple interest at the average rate plus

three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Standing Offer Holder except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Standing Offer Holder so requests after payment has become due.
- D6.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Standing Offer Holder.
- D6.4 Her Majesty shall not be liable to pay interest on overdue advance payments.

ANNEX “D”

SECURITY REQUIREMENT CHECKLIST