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REQUEST FOR STANDING OFFER (RFSO)

Reference Number: 1000156484A

CLOSING DATE: November 27, 2014 CLOSING TIME and TIME ZONE: 2:00 PM EST

PROJECT TITLE: Standing Offer Agreement(s) for the Provision of Toxicological Services to Support Human Health Risk Assessment of Air and Water Pollutants.

FOR ADDITIONAL INFORMATION PLEASE CONTACT:

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(Departmental Representative)**

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RFSO Issue Date: November 6, 2014

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PART I**STATEMENT of WORK****1.0 Scope**

1.1 Title: Standing Offer Agreement(s) for the Provision of Toxicological Services to Support Human Health Risk Assessment of Air and Water Pollutants.

1.2 Introduction: Health Canada (HC) is the federal government department responsible for helping Canadians to maintain and improve their health. Health Canada strives to improve the lives of all Canadians, while respecting individual choices and circumstances, and seeks to put Canada among the countries with the healthiest people in the world.

The Water and Air Quality Bureau (WAQB) is responsible for the completion of health assessments and scientific documents with respect to population exposures to air and water pollutants. Given the complexity and technical nature of these health assessments and scientific documents, the WAQB requires the services of experienced toxicologists to assist in their development.

1.3 Definition of a Standing Offer: A Standing Offer is not a contract. It is an offer from a supplier to provide services at a prearranged pricing basis and under set terms and conditions for a specified period on an as-and-when requested basis.

A separate contract is entered into each time a call-up is made against a Standing Offer. Health Canada's liability shall be limited to the actual value of the call-ups made within the period specified in the Standing Offer.

1.4 Estimated Value: The total estimated value of any call-ups emanating from this proportional RFSO shall not exceed \$500,000.00 (CAD), including travel and living expenses (if applicable) and all applicable taxes. This amount would apply to fiscal years 2014-2015 and 2015-2016 with two (2) one-year optional renewals to be exercised at Health Canada's discretion as per the following table:

Firm Year 1	Firm Year 2	Option Year 1	Option Year 2
2014-2015	2015-2016	2016-2017	2017-2018
\$100,000.00	\$150,000.00	\$150,000.00	\$100,000.00

1.5 Objectives of the Requirement: The objective of this proportional RFSO is to establish competitively-awarded Standing Offer Agreements (SOA) with Contractors capable of providing toxicological services on an as required basis, for various documents developed within the WAQB.

1.6 Background, Assumptions and Specific Scope of the Requirement: Health Canada's mission is to help Canadians improve and maintain their health. A key element of this mission is to provide health protection through the assessment and communication of risks to human health, including risks posed by air and water pollution. The WAQB of Health Canada is responsible for assessing the relationship between air pollution and human health, evaluating the health impacts of exposures on the Canadian population, developing Guidelines for

Canadian drinking water quality and communicating risks to the public health community, general public, and other interested parties.

The WAQB is responsible for researching, assessing, and developing guidance on contaminants associated with air and water pollution. The WAQB also manages and conducts primary research to assess the health impacts of exposure to air and water pollution. These responsibilities inform risk assessment and risk management activities. The WAQB also monitors developments in scientific knowledge, technologies, and methodologies related to air quality. WAQB is also responsible for the development of Guideline Technical Documents for chemicals in drinking water.

Examples of key activities of the WAQB include:

- Generating scientific documents and risk assessments related to air pollutants;
- Identifying the toxicity of various airborne substances, determining potential human exposure to these substances, and assessing the health effects and risks resulting from exposure;
- Critically evaluating the toxicological and/or epidemiological literature;
- Integrating scientific information from diverse evidence streams to generate scientific documents and risk assessments;
- Generating scientific documents and risk assessments related to drinking water chemicals
- Extrapolating the information from scientific documents and risk assessments into policy and program initiatives on various air and water pollutants; and
- Using the results of health risk assessments to guide the development of new air reference values and guidelines and water quality guidelines.

Due to the on-going requirement for toxicologists who can aid in the development of health-based assessments on air and water pollutants, the WAQB has determined that it shall acquire toxicological services through a SOA with up to 4 qualified individuals and/or firms as given in Section 1.4.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones: The specific activities, deliverables and associated milestones will be as detailed in each call-up for services against the Standing Offer for services. These may include but are not limited to the following activities, deliverables and associated milestones:

- Provision of toxicological services, including, but not limited to:
 - Gathering and integrating available scientific literature on specific air and drinking water pollutants into written reports.
 - Contributing to risk assessment of chemicals in indoor/ambient air and/or drinking water, including the development of draft supporting documents for Indoor Air Reference Levels as per approved methodology.
 - Providing written review of risk assessments from international regulatory organizations;

- Providing updates of toxicological and epidemiological literature on specific air or drinking water pollutants, to be used for the preparation of Residential Indoor Air Quality Guidelines or Technical Documents for Guidelines for Canadian Drinking Water Quality;
 - Preparing reports on methodological issues in human health risk assessment, for the purpose of improving procedures for the preparation of Indoor Air Reference Levels, Residential Indoor Air Quality Guidelines, or Guidelines for Canadian Drinking Water Quality.
- Consultation with staff to clarify issues, highlight where information is unclear, conflicting or missing;
 - Provision of services attentive to the potential sensitivity of information contained in the documents;
 - Liaison with the Project Authority and other designated departmental staff to coordinate the completion of the specified deliverable(s) in a compliant and timely manner.

Work may have to be produced within very tight deadlines. Although work will mostly be done remotely by mail, email, phone and fax, in some cases it may be necessary for the Contractor(s) to work on-site to meet demands. If the Contractor(s) work on-site they will be escorted at all times by an employee.

Deliverables shall be provided in electronic format using up-to-date computer software (MS Word, MS Excel) as specified within the call-up.

2.2 Specifications and Standards: In order to be considered, the Bidder must clearly demonstrate that it meets the following mandatory criteria:

- The project lead must hold either a Ph.D. in biology, toxicology, epidemiology or chemistry, (or scientific field relevant to human health risk assessment) or proof of certification as a Diplomate of the American Board of Toxicology (DABT). (NOTE: Toxicology experience could include such factors as research, testing, teaching, hazard assessment, safety evaluation, management, or clinical toxicology in animals or humans.)
- The project lead must have worked on at least three (3) distinct projects concerned with human health risk assessment in the last five years and provide summaries (250 words or less) of three (3) such projects.
- At least one member of the project team must have a minimum of 5 years professional experience with human health risk assessment in the last ten years.
- At least one member of the project team must have a minimum of 2 years professional experience in providing scientific/technical or regulatory advice to government agencies or private sector organizations in the last 5 years.
- Two references (from two different projects) will be contacted and asked to evaluate the Bidder's skills

The Contractor(s) must have access to a personal computer with appropriate hardware and software to successfully complete the deliverables and have a working telephone, facsimile

and internet connection to exchange non-sensitive materials. All documents must be returned using the format supplied to the contractor.

The frequency and volume of work will be specified in each project/assignment call-up.

The turnaround time will be specified in each project/assignment call-up.

2.3 Technical, Operational and Organizational Environment: This will be determined as per the call-up issued

2.4 Method and Source of Acceptance: All reports, deliverables, documentation and all services rendered under a Call-Up under this Standing Offer are subject to review by the Departmental Representative or a designated representative that has been identified in the Call-Up. Should any report, document or service not be to the satisfaction of the Departmental Representative, or a designated representative, as submitted, the Departmental Representative shall have the right to reject it or require correction before payment will be authorized.

2.5 Reporting Requirements: Every effort will be made by Health Canada to provide the Standing Offer Holder(s) with reasonable deadlines.

The Standing Offer Holder(s) shall deliver the services by the deadlines established within the Call-Up document. The Standing Offer Holder(s) shall be responsible for facilitating and maintaining communication with the HC Authority regarding the progress of work completed under any Call-Up. In addition, the Standing Offer Holder(s) shall immediately notify the HC Authority of any issues, problems, or areas of concern that could adversely affect the ability of the Standing Offer Holder(s) to complete the work specified under any Call-Up(s).

The Standing Offer Holder(s) must submit one (1) electronic copy a report to the Project Authority outlining the accomplishments for the given period, open issues and upcoming milestones on a weekly basis.

2.6 Contractor Project Management Control Procedures: The Standing Offer Holder(s) shall manage service delivery to Health Canada in relation to Call-Ups under this Standing Offer Agreement in accordance with all applicable Acts, Codes, Departmental and/or Federal Government regulations, policies and procedures.

The Standing Offer Holder(s) shall ensure that all deployed personnel (resources) are properly trained to fulfill their responsibilities. In addition, the Standing Offer Holder(s) is/are required to ensure that all of its assigned personnel are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

The individual identified in the proposal as the Project Coordinator or Technical Authority shall fulfil obligations outlined in Section 3.2.

2.7 Change Management Procedures: 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 (SOA): 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 and to all Bidders that presented a proposal for the said services and for which the Bid has been authorized.

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.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities: Identified in the Articles of Agreement between the Crown and the Standing Offer Holder(s);

- 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 Standing Offer Agreement as described in the Sample Contract documents attached herewith.

HC Project Authority:

- Identified in each individual Call-Up document.;

- The HC Project Authority or his/her delegate is responsible for all matters concerning the technical content of the Work under any resulting Call-Up against the Standing Offer. Any proposed changes to the scope of the Call-Up are to be discussed with the HC Project Authority, and confirmed by a Call-Up amendment issued by the HC Project Authority.

Contracting Officer:

- Identified on the front cover of this RFSO;
- Any changes to the Standing Offer(s) must be authorized in writing by the Contracting Officer;
- The Standing Offer Holder(s) are not to perform work in excess of or outside the scope of these Standing Offer(s) based on written requests from any government personnel other than the Contracting Officer.

3.2 Health Canada's Obligations: Health Canada will provide the following to the Standing Offer Holder(s):

- Clear description of reporting requirements;
- Timely feedback on required tasks; and
- Access to appropriate staff to address issues and provide assistance or support, as required.

3.3 Standing Offer Holder(s)' Obligations: The management by the Standing Offer Holder for service delivery to HC/PHAC 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 shall ensure that all deployed personnel are properly trained to fulfil their responsibilities. In addition, the Standing Offer Holder is required to ensure that all of its assigned personnel hold the appropriate security screening/clearance relative to the security categorization of the materials and 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.

Periodic Reports: 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 (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 Semi-annual 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
L				
Subtotal for Current Period:		Total Year to Date Value:		

3.4 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 Project Authority and other departmental personnel

3.5 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.

3.6 Allocation of Work - Proportional

For each work request, the Health Canada Project Management/Technical Authority will direct one of the three Standing Offer holder(s) according to the following:

- a) the specific project for which the services are required (and security if applicable);
- b) the official language in which the required services shall be delivered;
- c) the location where the required services shall be performed and (or) delivered within, and
- d) the \$ value reached.

For Firm Year one and Option Year two the breakdown will be:

1 st Ranked	\$45,000.00
2 nd Ranked	\$30,000.00
3 rd Ranked	\$25,000.00

For Firm Year two and Option Year one the breakdown will be:

1 st Ranked	\$60,000.00
2 nd Ranked	\$50,000.00

3rd Ranked \$40,000.00

- 3.7 Call-Up Procedures:** Health Canada will enter into an individual Call-up against any of the Standing Offers up to a maximum not to exceed \$45,000.00 (including Goods and Services Tax, Harmonized Sales Tax and all amendments), on the Project Authority's or designate's decision, based on operational requirements, supplier availability for a complete requirement and supplier ranking.
- 3.8 Language of Work:** The Standing Offer Holder shall be capable of correspondence with HC in relation to the SOA in either or both Official Languages (English/French) of Canada. However, all deliverables shall be produced and delivered in the target language of the particular project/task, as specified within the issued Call-Up.
- 3.9 Special Requirements (if applicable):** If the requirement is for classified documents, the Contractor(s) must be able to pick-up and drop off (in person) documents which have been classified as Secret. Such documents cannot be sent by electronic transmission. However, it is likely that digital versions of the documents can be provided using appropriate encryption technologies.
- 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 Request for Proposal and/or contract. It is the Standing Offer holder's sole responsibility to obtain the necessary security clearances described in any Request for Proposal and/or call-up.

3.10.1 Bidder Information: Document Safeguarding Capability (DSC)

This Capability is in addition to a supplier's Designated Organization Screening (DSC) or in addition to a supplier's Facility Site Clearance (FSC) - both of which entail the security screening of the organization's Company Security Officer and employees, and in certain cases, the Key Senior Officials. The DSC, in addition, assesses the physical security of the organization's facilities to ensure they meet the requirements for the safeguarding of government information (hardcopy or digital) and assets. A Document Safeguarding Capability issued by the Canadian Industrial Security Directorate will authorize the organization to possess and store PROTECTED or Classified information and assets at their facility.

3.10.2 GENERIC SECURITY REQUIREMENTS FOR NON-CANADIAN SUPPLIERS

1. The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Director, International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).

Sensitive information / assets refers to information and assets that have been categorized as PROTECTED or CLASSIFIED and require appropriate safeguarding in accordance with their level of sensitivity .

2. Further specification respecting the security requirements listed {below/ above} may be provided in order to ensure compatibility with security measures for access to sensitive information / assets, as part of this Contract.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
4. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this Contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
5. Sensitive information/assets, as part of this Contract, shall be released only to the Foreign recipient Contractor personnel, who have a *need-to-know* for the performance of this Contract and who have the equivalent level, of the appropriate Canadian **Personnel Security Clearance** required to access the level of sensitive information/assets, granted by their respective country National Security Authority (NSA)/DSA, in accordance with the National Policies of the Foreign recipient bidder's country.
6. The Foreign recipient Contractor, intending or required to visit a Canadian Government restricted site, or industrial facilities, will submit a Request for Visit form to the Canadian DSA, through their respective country NSA/DSA.
7. The Foreign recipient Contractor shall comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding between the Foreign recipient Contractor's NSA/DSA and the Government of Canada, in relation to sensitive information/assets equivalencies.
8. In the event that a Foreign recipient Contractor is chosen as a supplier for this Contract, subsequent Country-specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

4.0 Project Schedule

- 4.1 **Expected Start and Completion Dates:** The Standing Offer agreement shall be for two firm years with two (2) one (1) year option periods. The estimated start date is December 1, 2014.
- 4.2 **Schedule and Estimated Level of Effort (Work Breakdown Structure):** 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:** The successful Contractor(s) or their resources (personnel) shall have the abilities and experience outlined in Section 2.1. They shall also demonstrate:
 - o Exceptional knowledge of the language of work, with particular emphasis on grammatical rules, spelling, style of language, tone, and other linguistic considerations;

- Strict standard of quality control, ensuring the clarity, appropriateness, and accuracy of the speech materials provided; and,
- Familiarity with scientific concepts including: scientific terminology, the scientific disciplines of toxicology, epidemiology and exposure, and data and graphical analyses.

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 for Completion of the RFSO****7.0 Administrative Information**

7.1 General Information: You are invited to submit electronic copies in either official language (English or French) of both the Technical and Cost Proposals. The RFP Reference Number and the name of the Requirement must be in the subject line your proposal must be structured in the following manner:

- one covering letter, signed by an authorized representative of your firm, certifications;
- *one electronic copy* of the Technical Proposal; and
- *one electronic copy* of the Cost/Price Proposal, contained in a *separate document*.

If the proposal is **greater than 20mb** then the bid submission must be returned to the address below and an email shall be sent to the Departmental Representative (found on page 1) stating it has been sent by courier. You **must** send an email to the Departmental Representative to ensure your bid will be included for this requirement. The RFP Reference Number and the name of the Departmental Representative must be marked on all documents, binders and respective envelopes. Your proposal must be structured in the following manner:

- one covering letter, signed by an authorized representative of your firm;
- four (4) copies of the Technical Proposal; and
- *one* (1) copy of the Cost/Price Proposal, contained in a ***separate sealed envelope***.

To the following Address

Health Canada Bid Receiving Unit
Federal Records Centre Building,
161 Goldenrod Driveway (Loading Dock),
Ottawa, Ontario K1A 0K9

Attention: Cheryl Moss

RFP Reference Number: 1000156484A

Hours of Operation: 07h30 to 16h30 (EST) Monday to Friday

7.1.2 Bid Validity Period: Please see Appendix "A"

7.1.3 No Payment for Pre-Contract Costs: No payment will be made for costs incurred in the preparation and submission of a proposal in response to this RFSO. No costs incurred before receipt of a signed contract or specified written authorization from the Departmental Representative can be charged to the proposed contract.

7.2 Delivery Instructions for Bid / Proposal: As per section 7.1.1

The onus for submitting bids 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 fax, telex, and telegraphic means will **not** be accepted.
- 7.4 Closing Date and Time:** All proposals must be received at the specified location as specified on the front page. Proposals received after this time will be returned unopened.
- 7.5 Time Extension to Closing Date:** A request for a time extension to the closing date will be considered only in exceptional circumstances. Any requests for extension must be received in writing by the identified Departmental Representative.
- 7.6 Non-Compliance / Unacceptable Proposals:** Failure to meet the mandatory requirements of this RFSO will result in your proposal being declared non-responsive.

Proposals received after the proposal closing time will not be considered and will be returned unopened to the bidder. Further, for any proposals which are found to be non-compliant, the financial part of the bid or proposal will be returned unopened with a letter from Health Canada indicating that the bid/proposal was non compliant.

- 7.7 Bidders Conference / Site Visits:** There is no site visit with this requirement
- 7.8 Announcement of Successful Contractor:** The name of the successful bidder will be announced on Government tendering system Buy and Sell only upon contract 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; and
 - cancel and/or re-issue this requirement at any time.
- 7.10 Sample Standing Offer Agreement:** The successful bidder for this requirement will be expected to enter into agreement with Health Canada as per departmental contract terms and conditions.
- 7.11 Employment Equity:** Please see Appendix "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, MERX™.

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 contract, the following documents will be considered in order of precedence in terms of importance in resolving any disputes between the parties:

- The Health Canada Standing Offer Agreement;
- Any changes to the terms and conditions contained herein which have been approved by General Counsel for Health Canada;
- The Statement of Work in this RFP; and
- The terms identified in this RFP.

8.0 Technical Proposal

8.1 General Information: Your technical proposal must address all the requirements of the SOW and demonstrate that you are capable of meeting all obligations of the contractor specified in the same.

Your technical proposal must meet **all of the Mandatory Requirements** listed in Section 12.0, as well as the **minimum score identified for the Point Rated Requirements** in Section 13.0.

Furthermore, your technical proposal should include the following:

8.2 Understanding of the Requirements: A brief statement that demonstrates that the contractor understands the requirements of the SOW, including the objectives, scope of work and deliverables.

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 Contractor Profile

8.5.1 Organization: Provide background information about your company, including its legal name and the province in which the company is incorporated.

8.5.2 Relevant Work Experience: Describe your company's capacity and experience in this field.

8.5.3 References (Not Mandatory): If references for a firm or proposed resource are requested, identify the number of referenced; the criteria against which they will be applied; and the specific details which the reference will have to address. Caution should be taken when using references: they are not criteria in themselves but are instead ways of verifying compliance with a specific criteria. Further care should be taken to ensure that the person providing the reference is able to provide objective, useful and valid information

8.6 Résumés of Personnel: Attach résumés of proposed personnel. Proposed resources must show their security level in their resumes (certificate number) if applicable

9.0 Cost / Price Proposal

9.1 General Information: The Price Proposal must contain a detailed breakdown of the **total quoted price**, by phase, or by major tasks, or both. The Price Proposal should address each of the following, if applicable:

9.1.1 Per Diem: For each individual and/or labour category to be employed on the project, including subcontractors, indicate the proposed time rate and the estimated time requirement. Although detailed support for the rates is not requested at this time, you should be prepared to substantiate the proposed rates.

9.1.2 Travel: There is not travel associated with this requirement

9.1.3 Other Expenses: List any other expenses which may be applicable, giving an estimated cost for each (e.g. long distance communications, reproduction, shipping, equipment, rentals, materials, etc.).

9.1.4 Goods and Services Tax / Harmonized Sales Tax: Various items in your cost proposal may be subject to GST / HST or custom duties, and this charge must be included in the cost estimates where applicable.

10.0 Enquiries: All enquiries or issues concerning this procurement must be submitted **in writing only** to the Departmental Representative named on the front cover page of this RFSO document **not later than seven (7) working days prior to the bid closing date.**

To ensure consistency and quality of information to Bidders, the Departmental Representative will 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 bid closing date.

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

PART III BID SELECTION PROCESS

11.0 Introduction

There can be no burden on the bidder to require additional or specialized information in order to understand how Health Canada will apply the specific criteria; or in the case of the point-rated, how the various points will be assigned.

12.0 Mandatory Requirements

12.1 Method of Evaluation: Mandatory requirements are evaluated on a simple pass or fail basis. Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal **non-responsive**. The treatment of mandatory requirements in any procurement process is absolute.

Proposers must meet **all** the mandatory requirements described below. This will be evaluated as either "**Yes**" or "**No**". Proposals not receiving "**Yes**" for any mandatory requirement will **not** be considered further.

12.2 Mandatory Requirements

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.			
Criteria	Page #	Yes	No
M1. The project lead must hold either a Ph.D. in biology, toxicology, epidemiology or chemistry, (or scientific field relevant to human health risk assessment) or proof of certification as a Diplomate of the American Board of Toxicology (DABT).			
M2. The project lead must have worked on at least three (3) distinct projects concerned with human health risk assessment in the last five years and provide summaries (250 words or less) of three (3) such projects. References for these projects (name, phone and e-mail contact information) must be provided as these may be contacted.			
M3. At least one member of the project team must have a minimum of 5 years professional experience in evaluating toxicological and epidemiological data in the context of human health risk assessment.			
M4. At least one member of the project team must have a minimum of 2 years professional experience in providing scientific/technical or regulatory advice to government agencies.			

13.0 Point Rated Requirements

13.1 Method of Evaluation

State that a proposal with a score less than 60% for technical compliance as a whole will be considered **non responsive**, and eliminated from the competition.

13.2 Point Rated Requirements

Criteria Project Team (individuals may fulfill one or more of the following roles and/or responsibilities)	Page #	Points allocated for the criteria	Score
<p>R1: The bidder should indicate the number of years of experience in conducting toxicological evaluations for substances.</p> <p>Points will be assigned based on the following scheme:</p> <ul style="list-style-type: none"> - Between 5 and under 10 years' experience (5 points) - Between 10 and under 20 years' experience (10 points) - Over 20 years experience (15 points) 		15	
<p>R2: Bidders should describe the experience that members of the project team have preparing risk/hazard assessments and/or guidance documents related to human health risk assessment for provincial, federal or international governmental agencies.</p> <p>Two (2) points will be allocated for each document, each for separate substances, up to a maximum of 10 points.</p>		10	
<p>R3: Bidders should demonstrate their record of publishing in peer reviewed scientific literature on issues relating to exposure science, toxicology or human health risk assessment.</p> <p>Each scientific article or publication receives two (2) points up to a maximum of ten (10) points.</p>		10	
<p>R4: Two references (from two different projects, provided in M2) and their phone and e-mail contact information (these may be contacted) to allow evaluation of the Bidder's skills in risk assessment, writing and personal suitability.</p> <p>0 for an unsatisfactory reference, 1-4 points for a minimally satisfactory reference, 5-7 points for a good reference, 8-10 points for an excellent reference.</p>		20	

R5: Bidders will receive up to ten (10) points for proven experience preparing and/or editing documents related to indoor/ambient air quality or water quality. 2 points per document		10	
R6: Bidders will receive up to six (6) points for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP.		6	
TOTAL SCORE		71	

14.0 BASIS OF AWARDING CONTRACT

The **three (3) highest-ranked proposal(s)** meeting ALL Mandatory Requirements and achieving the total minimum score required for ALL Point-Rated Requirements and representing the best value to the Branch shall be recommended for inclusion within the SOA.

The SOA shall be awarded based on a determination of best value 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 shall be valued at 70% and the Financial Proposal shall be valued at 30% of the bid.

The financial will be based on one hourly rate per classification and an average will be taken for evaluation purposes only

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 contract 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 70% of the bid and price at 30%.

Example 1 - Contractor Ranking

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: 70%

Price: 30%

Technical Score = Bidder's Points x 70% Cost Score = Lowest Bid x 30%

Maximum Points

Bidder's Cost

Total Score = Technical Score + Cost Score

The proposal will be awarded to **the highest total technical and price score.**

Appendix "A"

CERTIFICATIONS

15.0 In order to confirm the authority of the person or persons signing the certifications or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of:

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this tender on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

Note to Bidders: The following certification requirements apply to this RFP. Bidders complete these certifications by filling in the appropriate spaces below and include them with their proposal.

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. _____

15.1. Bidder Certification

We hereby offer to sell to Her Majesty, in accordance with the Health Canada terms and conditions referred to herein or attached hereto, the goods and/or services listed herein and on any attached sheets at the prices set out therein.

We certify that all information provided herein is accurate. Furthermore we have satisfied ourselves that the personnel proposed by us for this requirement are capable of satisfactorily performing the requirements described herein. In addition, we certify that individuals proposed will be available until completion of the project. Also, that the work specified herein can be met in a timely manner, and will be achieved with the time frame allocated.

Signature of the Authorized Representative of the Bidder Date

15.2. Bid Validity Certification

We certify that all pricing identified in the bid/ proposal will be valid for a period of one hundred twenty (120) days from the closing date of the RFP.

Signature of Authorized Representative of the bidder Date

15.3. Federal Contractors Program for Employment Equity

All bidders must check the applicable box(es) below.

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

- bid is less than \$200,000;
 - this organization has fewer than 100 permanent part-time and/or full time employees 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 Contractors Program for Employment Equity applies to Canadian-based bidders only. The Certificate of Commitment criteria and other information about the Federal Contractors Program for Employment Equity are available in the PWGSC Standard Acquisition Clauses and Conditions (SACC) Manual, Section 2, and on the Government Electronic Tendering Service.

15.4. Status of Resources

If we have proposed any person in fulfillment of this requirement who is not an employee (of the Bidder), then we hereby certify that we have the written permission from the person to propose his/her services in relation to the Work to be performed in fulfillment of this requirement.

Signature of the Authorized Representative of the Bidder Date

15.5. Price Certification

We certify that the price quoted in this Proposal is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services, does not include an element of profit on the sale in excess of that normally obtained on the sale of products/services of like quality and quantity, and does not include any provision for discounts to selling agents. **Furthermore, we certify that our total bid price is not in excess of any funding limitations set out herein.**

Signature of the Authorized Representative of the Bidder Date

15.6. Joint Venture Information (if applicable)

A joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two primary types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e. formed through a contractual agreement between the parties.

If a contract is awarded to a contractual joint venture, all members of the joint venture shall be jointly and severally or solitarily liable for the performance of the Contract.

If the Bidder is submitting a type of joint venture, the Bidder must provide the following information in the proposal:

- (a) indicate the type of joint venture:
- incorporated joint venture

- limited partnership joint venture
- partnership joint venture
- contractual joint venture
- other (explain)

(b) provide the legal names and addresses of all of the members of the joint venture (i.e. the legal name of the firm associated with the Business Number (BN) or Social Insurance Number (SIN) for sole proprietorships), as well as the legal name and address of the joint venture business entity.

Financial Table

Tableau "A1" – Contract award to 31 March 2016

A	B
Category of Personnel Insert rows as required	Hourly Rate(s)
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Tableau "A2" – Option Year 1 April 1 2016 to 31 March 2017

A	B
Category of Personnel Insert rows as required	Hourly Rate(s)
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Tableau "A3" – Option Year 2 April 1 2017 to 31 March 2018

A	B
Category of Personnel Insert rows as required	Hourly Rate(s)
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Miscellaneous Expenses *(if applicable and requires Health Canada pre-authorization):*

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Table "A4" - Contract award to 31 March 2016

Item	Description	Total Estimated Miscellaneous Expense Cost
1		\$
2		\$
3		\$
4		\$
Sub-Total:		\$

Table "A5" - Option Year 1 April 1 2016 to 31 March 2017

Item	Description	Total Estimated Miscellaneous Expense Cost
1		\$
2		\$
3		\$
4		\$
Sub-Total:		\$

Table "A6" - Option Year 2 April 1 2017 to 31 March 2018

Item	Description	Total Estimated Miscellaneous Expense Cost
1		\$
2		\$
3		\$
4		\$
Sub-Total:		\$