

**A1. Health Canada Bid Receiving Unit
Federal Records Centre Building**

161 Goldenrod Driveway, Tunney's Pasture
Loading dock of building #18,
Ottawa, ON K1A 0K9 CANADA
Business hours: 7h30 to 16h30

Attention: Arif Hussain
Add Locator: 1911A
Telephone: (613) 952-6249
Solicitation #: **1000170110**

Request for Proposals (RFP)

for

Performance of the Work described in
Appendix 1, Annex A, Statement of Work.

A2. RFP AUTHORITY

The Authority for this RFP is:

Arif Hussain
Contracts Advisor, FNIHB & PHAC HQ
Health Canada / Government of Canada
11th Floor Jeanne Mance Bldg.
200 Eglantine Driveway
Tunney's Pasture, Ottawa, Ontario
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**THIS RFP DOES NOT CONTAIN A
SECURITY REQUIREMENT.**

A3. TITLE Iskotew Lodge: Aboriginal Support Services - Co-ordination of Cultural Facilitation	
A4. SOLICITATION NUMBER 1000170110	A5. DATE April 7, 2015
A6. BID SOLICITATION DOCUMENTS The RFP is divided into five (5) parts as follows: <ol style="list-style-type: none">1. Section I – Bid Submission Requirements2. Section II – Evaluation Criteria3. Section III – Financial Bid4. Section IV – Certifications5. Section V – General Instructions6. Appendix 1 - Draft Contract, and its annexes. (Attached as a separate document.) Annex A - Statement of Work Annex B - Security Requirements Checklist (if applicable)	
A7. BID DELIVERY Bids must be received by no later than 14:00 (2 p.m) on 2015-04-27 (Eastern Daylight Saving Time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the "Closing Date") will be considered non-responsive, and will be returned to the Bidder unopened. Bids sent by fax or email will not be accepted. All bids must be date and time stamped at the Bid Receiving Unit. Bidders should ensure that their name, address, the Closing Date, and the solicitation number is clearly marked on their envelopes or parcels. Bids and all supporting information may be submitted in either English or French.	
A8. BID CONTENT Bids must be structured in the following manner: <ul style="list-style-type: none">• One (1) copy of a Covering Letter, signed by an authorized representative of the Bidder;• Three (3) copies of the Technical Bid;• Three (3) copies of Sections "III" – "Financial Bid" and Section "IV" (Certifications) including all the information required in a separate envelope marked "Financial Bid." Failure to provide the Financial bid and Certifications in a separate sealed envelope will render a bid non responsive. No prices must be indicated in any other section of the Bid. Failure to comply with these instructions will result in the entire bid being declared non-responsive.	
A9. BID VALIDITY Bids will remain valid for a period of ninety (90) calendar days following the Closing Date.	
A10. ENQUIRIES All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than seven (7) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
A11. APPLICABLE LAWS In accordance with GI15, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada .	

SECTION “I” – BID SUBMISSION REQUIREMENTS

- 1.1 This section outlines the information Bidders are required to submit. To be declared responsive, a bid must:
- a. comply with all the requirements of the RFP;
 - b. meet all the mandatory technical and financial evaluation criteria;
 - c. obtain the required minimum points for each point-rated criterion with a pass mark;
 - d. obtain the required minimum overall score for the technical evaluation criteria which are subject to a point rating.

Bids not meeting (a) or (b) or (c) or (d) (change as required) will be declared non-responsive. An evaluation team comprised of representatives of Canada will evaluate the bids.

- 1.2 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract.
- 1.3 It is the Bidder’s responsibility to obtain clarification of the requirements contained in the RFP, if necessary and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Authority identified in A2 (RFP Authority) and in accordance with section A10 (Enquiries).
- 1.4 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source are not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.
- 1.5 Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- a. use 8.5 x 11 inch (216 mm x 279 mm) paper for hardcopy submissions;
 - b. use a numbering system that corresponds to the RFP.

In order to promote environmental considerations, bidders are further encouraged to 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

- 1.6 Both Health Canada and the Public Health Agency of Canada have adopted electronic direct deposit as their preferred method for paying invoices. Suppliers are encouraged to register for electronic direct deposit and to provide their account information upon request.

SECURITY REQUIREMENTS

- 2.1 The Bidder must meet the security requirements identified in the Draft Contract and security requirements checklist (if applicable) which are included in Appendix 1, Annex B, of this RFP. This security requirement must be met at the Closing Date of this RFP.

INTELLECTUAL PROPERTY

- 3.1 Refer to Appendix 1, Draft Contract, for more information on intellectual property rights arising under the resulting contract.

EVALUATION PROCEDURES

- 4.1 The Technical Bid will first be evaluated against the mandatory technical and financial criteria of the RFP. If the bid meets all the mandatory criteria, and the RFP contains point-rated criteria, the evaluation committee will then evaluate the point-rated technical criteria. If the mandatory technical criteria are not met, the point-rated technical criteria will not be evaluated and the bid will be given no further consideration.
- 4.2 Only technical bids that meet the mandatory technical criteria and the minimum score required in the point-rated technical criteria will be further evaluated against the mandatory financial criteria on the basis of the Bidder's Financial Bid.
- 4.3 In the case of technical bids which are found to be non-responsive, the Financial Bid will be returned unopened to the Bidder with a notice indicating that the Bid was non responsive.

5.1 Lowest price per point

The responsive bid with the lowest evaluated price per point will be recommended for award of a contract. If two (2) or more responsive bids have the same price per point, the responsive bid with the lowest price will be recommended for contract award.

To determine the lowest price per point, the following calculation will be applied:

Price per point = total evaluated bid price / total technical score

SECTION “II” – EVALUATION CRITERIA

The evaluation of the following criteria is based on a “rules of evidence” approach in that the evaluation committee can only conduct its evaluation based on the contents of the Bidder’s bid. The onus is on the Bidder to ensure that its bid is complete, clear, and provides sufficient detail for the evaluation committee to evaluate the bid. Simply repeating or copying a statement contained in the RFP is not sufficient.

In order to facilitate the evaluation of the bid, Canada also requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraphs and page numbers where the subject topic has already been addressed.

For the purpose of the technical criteria specified below, the experience of the Bidder includes the experience of the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

6.1 MANDATORY CRITERIA

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either “Yes” or a “No.”

Attention Bidders:			
Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
MT1	The Bidder’s proposal must clearly demonstrate they possess a minimum of 3 years experience in Aboriginal support services and co-ordination of cultural facilitation. The information provided should contain details of when and where the experience was obtained.		
MT2	The Bidder’s proposal must clearly demonstrate that they are in a financial position to provide the fees as required on a monthly basis.		
MT3	The Bidder’s proposal must demonstrate they possess a minimum of 3 years experience working with Aboriginal Elders. This information should include when and where this experience was obtained.		
MT4	The Bidder’s proposal must demonstrate they possess a minimum of 3 years experience in coordinating travel and accommodation arrangements in accordance with Treasury Board guidelines. This information should include when and where this experience was obtained.		

#	Mandatory Financial Criteria		
MF1	The total annual value of the initial contract period (from contract award date to March 31, 2016) including travel and living expenses (if applicable), other expenses, administration fees and all applicable taxes shall not exceed \$80,000.00.		
MF2	The total annual value of the option year 1 (from April 1, 2016 to March 31, 2017) and the option year 2 (from April 1, 2017 to March 31, 2018) including travel and living expenses (if applicable), other expenses, administration fees and all applicable taxes shall not exceed \$80,000.00 for each option period.		

6.2 POINT-RATED TECHNICAL CRITERIA

In addition to meeting the Mandatory Criteria, the Bidder should also address the Point-Rated Criteria identified below.

Minimum pass mark per criterion

Bids that do not meet the minimum pass mark for each of the point-rated criteria subject to a pass mark rating will be declared non-responsive.

#	Point-Rated Technical Criteria	Points allocated	Minimum points required	Actual Score	Cross-Reference to bid (indicate page #)
R1	The Bidder's proposal demonstrates candidate has knowledge and understanding of Aboriginal culture.	5	2.5		
R2	The Bidder's proposal demonstrates that the organization's mandate promotes Aboriginal culture.	5	2.5		
R3	The Bidder's proposal demonstrates experience liaising with government representatives.	5	2.5		
R4	The Bidder's proposal demonstrates involvement within the Aboriginal community.	5	2.5		
		Maximum score 20 *	Minimum score 10 *		
	Total Technical Score				

SECTION "III" – FINANCIAL BID

Financial Bids will only be evaluated after the evaluation of the Technical Bid is complete. If it becomes clear that the Financial Bid score would not alter the overall scoring of the bid, the Financial Bid will not be considered.

All the information required in this section must be provided in Bidders' Financial Bid.

7.1 **Firm Lot Price**

The Bidder must provide a firm all-inclusive lot price, inclusive of any costs, travel, equipment, rentals, subcontractors, overhead and profit, FOB destination, Canadian customs, duties and excise taxes included.

The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

7.2 Bidders must provide their Financial Bid in accordance with the Pricing Schedule provided below. All payments will be made in accordance with the Pricing Schedule and the proposed Basis of Payment of the Contract.

7.3 Exchange rate fluctuation protection is not offered.

7.4 The Financial Bid must contain a detailed breakdown of the **total estimated price**, by phase, or by major tasks. The Financial Bid should address each of the following, if applicable:

Per Diem (based on 7.5 hours/day) “Not Applicable” See 7.1 Firm Lot Price

i.

For each proposed resource, including subcontractors, the Bidder should indicate the proposed all inclusive per diem rate and the estimated level of effort required (delete if you are providing the estimated level of effort). Bidders within the National Capital Region (NCR) must submit an all inclusive per diem rate inclusive of any displacement costs within the NCR.

Note: Canada will not pay the Contractor its fixed time rates for any time spent in “travel status” (e.g time spent travelling by car or plane, or time spent travelling to and from the airport).

ii. Travel (GST/HST included)

“Not Applicable” See 7.1 Firm Lot Price

iii. Other Expenses (GST/HST included)

“Not Applicable” See 7.1 Firm Lot Price

iv. Goods and Services Tax / Harmonized Sales Tax

Various items in the Financial Bid may be subject to GST / HST or custom duties, and this charge must be included in the cost estimates for travel and other expenses and as a separate line item for the professional services.

7.5 Financial Bids not meeting the above requirements will be considered non-responsive and will not be given any further consideration.

7.6 **Price Justification**

The Bidder must provide, at Canada's request, one or more of the following price justifications:

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- a current published price list indicating the percentage discount available to Canada; or
 - a recent copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - price or rate certifications; or
 - other supporting documentation as requested by Canada.

8.0 PRICING SCHEDULE

Professional services

The Bidder must provide firm, all inclusive professional services prices as detailed below. Overhead, travel (if applicable) other expenses and profit are included in the prices. All prices are FOB destination, GST / HST extra for professional services.

As specified in the Statement of Work (SOW) at Article 2.2 “Specifications and Standards”, it is estimated that up to twelve visits by elders may be made to the Iskotew Lodge per year. The duration of each visit may range from one to two weeks. The Health Canada Project Authority will request the services on an as required basis.

The Number of Days specified in the pricing table herein is not a guaranteed business volume, it is an estimate based on 6 visits of one week duration, and 6 visits of two weeks (total estimated 90 days per year). This is the estimate used for bid evaluation purposes.

Contract period	Per diem	Estimated No. of days for bid evaluation purposes only	Total cost (CAD \$)
INITIAL CONTRACT PERIOD Professional services, all inclusive total amount Period: Contract award to March 31, 2016	\$	90 days	\$
OPTION YEAR 1 Professional services, all inclusive total amount Period: April 1, 2016 to March 31, 2017	\$	90 days	\$
OPTION YEAR 2 Professional services, all inclusive total amount Period: April 1, 2017 to March 31, 2018	\$	90 days	\$
Total evaluated price (sum of rows 1,2 & 3) =			
GST or HST for professional services as applicable			

SECTION “IV” CERTIFICATIONS

The following information must be submitted along with Section “III,” Financial Bid as well as the Technical Bid and a signed covering letter.

9.0 Legal name and Bidder’s information

(print clearly)

Bidder’s Legal Name _____

Bidder’s Complete Address

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Bidder’s Phone number (_____) _____

Bidder’s Authorized Representative _____

Bidder’s Authorized Representative Phone number (_____) _____

Bidder’s Authorized Representative e-mail _____

10.0 CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. 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 contract) and after award of a contract. The RFP Authority will have the right to ask for additional information to verify Bidders' compliance with the certifications before award of a contract. 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 RFP Authority for additional information will also render the Bid non-responsive.

10.1 **Certification of Education, Experience and Qualifications**

The Bidder certifies that all statements made with respect to education and experience 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.

Canada reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:

- an unverifiable or untrue statement; or
- unavailability of any person proposed on whose statement of education and experience the Canada relied to evaluate the Bid and award the contract.

10.2 **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 Contract resulting from this RFP, the persons and facility proposed in its bid will be available to commence performance of the Work within a reasonable time from Contract award and will remain available to perform the Work in relation to the fulfilment of this requirement.

Status of Personnel

If the Bidder has proposed any person in fulfilment 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 fulfilment of this requirement and to submit such person's résumé to the RFP Authority.

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

10.3 **Former Public Servant Certification**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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- a. an individual;
 - b. an individual who has incorporated;
 - c. a partnership made of former public servants; or
 - d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ()

No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ()

No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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- c. date of termination of employment;
 - d. amount of lump sum payment;
 - e. rate of pay on which lump sum payment is based;
 - f. period of lump sum payment including start date, end date and number of weeks;
 - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

10.4 Joint Venture/Partnership

A joint venture is not considered a "person" for registration purposes, whereas a partnership is. Therefore, a partnership can have a BN; a joint venture cannot. A joint venture is limited in scope; a partnership is generally an ongoing business relationship that exists between persons carrying on common business.

A joint venture is an arrangement where two or more persons (participants) work together in a limited and defined business undertaking. Ordinarily, all participants of the joint venture contribute assets, share risks, and have mutual liability.

The Bidder certified that its bid is submitted to Canada as a: (please choose one)

- Sole proprietorship
- A corporation
- Partnership
- A joint venture

* In the case of a Joint Venture, the Bidder must provide the following details as part of its bid:

- a. the name of each member of the joint venture;
- b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- c. the name of the joint venture, if applicable.

10.5 Signature and certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Financial Bid
(in accordance with:

the pricing schedule submitted by the Bidder)

(state amount in words)

Applicable taxes

(in accordance with
the taxes identified in the pricing schedule)

(state amount in words)

all amounts are in Canadian Dollars

Signature

Date

Print Name and Capacity

Requirements for the Set-aside Program for Aboriginal Business

1. Who is eligible?

- a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements

that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
 - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii. will, upon request, provide evidence that it meets the eligibility criteria;
 - iii. is willing to be audited regarding the certification; and
 - iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

3. How must the business prove that it meets the requirements?

- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
- b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

4. What evidence may be required from the business?

- a. Ownership and control
 - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
 - ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
- b. Employment and employees
 - i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses [A3001T](#), [M3030T](#) or [S3036T](#), as appropriate.
 - ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and

remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.

- iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
- iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts

- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
- b. Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;

- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;
- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;
- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements.

Set-aside for Aboriginal Business Bidder Certification

Legal text for SACC item A3000T

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Owner/Employee Certification - Set-aside for Aboriginal Business

Legal text for SACC item A300IT

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

Aboriginal Business Certification

Legal text for SACC item 3000C

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

SECTION “V” - GENERAL INSTRUCTIONS

G11 INTERPRETATION

In this RFP:

- 1.1 Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both.
- 1.2 “Her Majesty”, the “Minister” or “Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister of Health, acting through the Public Health Agency of Canada (referred to herein as the “Minister”).

G12 RESPONSIVENESS

- 2.1 For a bid to be considered responsive, it must comply with all of the requirements of this RFP identified as mandatory. “Mandatory Requirements” are also expressed by using imperative verbs such as “shall”, “will” and “must”.

G13 ENQUIRIES – BID SOLICITATION STAGE

- 3.1 All enquiries or issues concerning this RFP must be submitted in writing to the RFP Authority identified in A2 as early as possible within the bid solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the closing date.
- 3.2 To ensure consistency and quality of information provided to Bidders, the RFP Authority will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 3.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the RFP Authority named herein. Non-compliance with this condition during the bid solicitation period will (for that reason alone) result in bid disqualification.

G14 BIDDER’S SUGGESTED IMPROVEMENTS DURING BID SOLICITATION PERIOD

- 4.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the RFP Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the RFP Authority within the timeframe described in article A10 to allow sufficient time to provide a response. Canada reserves the right to accept or reject any or all suggestions.

G15 BID PREPARATION COSTS

- 5.1 The costs, including travel incurred by the Bidder in the preparation of its bid, of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Canada.

G16 BID DELIVERY

- 6.1 Bids or amendments thereto, will only be accepted by the RFP Authority if they are received at the address indicated in A1, on or before the closing date and time specified in A7.
- 6.2 Responsibility for bid delivery: the Bidder has the sole responsibility for the timely receipt of a bid by Canada and cannot transfer this responsibility to Canada. Canada will not assume responsibility for bids that are directed to an address other than the one stipulated in A1.
- 6.3. Late bids: Bids received after the closing date and Time specified in A7 will be deemed non-responsive and will not be considered for contract award.

G17 RIGHTS OF CANADA

Canada reserves the right:

- 7.1 during bid evaluation, to submit questions to or conduct interviews with Bidders, at Bidders’ cost, upon forty eight (48) hours’ notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
- 7.2 to reject all bids received in response to this RFP;
- 7.3 to accept any bid in whole or in part without prior negotiation;
- 7.4 to cancel and/or re-issue this RFP at any time;
- 7.5 to award one or more contracts, if applicable;
- 7.6 to not accept any deviations from the stated terms and conditions;
- 7.7 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful bid in any resulting contract; and
- 7.8 to not contract at all.

G18 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 8.1 By submitting a bid, the Bidder declares that the Bidder has not been convicted of an offence under the following provisions of the *Criminal Code*:
 - Section 121, Frauds upon the Government;
 - Section 124, Selling or Purchasing Office; or
 - Section 418, Selling Defective Stores to Her Majesty, Other than an offence for which a pardon has been granted.
- 8.2 Canada may reject a bid where the Bidder, including the Bidder’s officers, agents and employees, has been convicted of an offence referred to in clause 8.1. Where Canada intends to reject a proposal pursuant to this provision, the RFP Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid rejection.

G19 INCURRING OF COSTS

- 9.1 No costs incurred before receipt of a signed contract or specified written authorization from the RFP Authority can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority. The Bidder’s attention is drawn to the fact that the Contracting Authority is the only authority which can commit Canada to the expenditure of the funds for this requirement.

G110 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

- 10.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

G111 PROPERTY OF CANADA

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

G112 PRICE JUSTIFICATION

In the event that the Bidder’s bid is the sole responsive bid received, the Bidder must provide, on the RFP Authority’s request, one or more of the following price justifications:

- 12.1 a current published price list indicating the percentage discount available to Canada; or
- 12.2 copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or
- 12.3 a price breakdown showing the cost of direct labour,

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- direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
- 12.4 price or rate certification; or
- 12.5 any other supporting documentation as requested by the RFP Authority

GI13 ANNOUNCEMENT OF SUCCESSFUL BIDDER

- 13.1 If this RFP was advertised on the “Buyandsell.gc.ca” tendering service, the name of the successful Bidder will be announced on Buyandsell.gc.ca upon contract award and sign off.
- 13.2 If this RFP was not advertised on “Buyandsell.gc.ca,” Canada will communicate to all Bidders the name and address of the successful Bidder as well as the total dollar value and award date for the contract only after contract sign-off.

GI14 PS ONLINE - TRADING PARTNERS AGREEMENT

- 14.1 If this RFP invite suppliers from the PS Online, the General Conditions, Supplemental General Conditions applicable to this requirement and Clauses of General application set-out in the Trading Partner Agreement shall form part of this RFP.

GI15 APPLICABLE LAWS

- 15.1 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it is acknowledged that the applicable laws specified in this RFP are acceptable to the Bidders.

GI16 CONTINGENCY FEE

- 16.1 The Bidder declares that the Bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly pay, a Contingency Fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Supp.). In this section, “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 part of its terms.

GI17 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

- 17.1 In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
- (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest; or
 - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 17.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- 17.3 Where Canada intends to reject a bid under this section, the RFP Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular

situation should contact the Contracting Authority before the bid Closing Date.

- 17.4 By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or appearance of conflict of interest or unfair advantage exists.

GI18 CONDUCT OF EVALUATION

- 18.1 In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the bid solicitation;
 - (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - (c) request, before award of any contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities and examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;
 - (f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties; and
 - (g) interview, at the sole costs of Bidders, any Bidder and any or all of the resources proposed by Bidders to fulfill the requirement of the bid solicitation.
- 18.2 Bidders will have the number of days specified in the request by the RFP Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

GI19 BIDDER DEBRIEFINGS

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- 19.1 Should you require additional information or a debriefing regarding your bid, please contact the RFP authority identified in A2 to schedule a meeting either by phone or in person. Debriefings provide bidders an opportunity to understand where their bids may need to be improved in response to future solicitations. After the debriefing, and if needed, you will be provided with information on other dispute resolution options available to you such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.