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: Darlene Fisher, Material and

Assets Management Division Telephone: 613-941-2125 Solicitation #: 1000192903

OR

A.1 ELECTRONIC BID SUBMISSION

Attention: Darlene Fisher, Material and

Assets Management Division E-mail: <u>darlene.fisher@hc-sc.gc.ca</u>

Request for Proposals (RFP)

for

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

A2. RFP AUTHORITY

The Authority for this RFP is:

Darlene Fisher

Senior Procurement & Contracting Officer Materiel and Assets Management Division Chief Financial Officer Branch (CFOB) Ottawa, Ontario

Telephone: 613-941-2125

E-mail: <u>darlene.fisher@hc-sc.gc.ca</u>

THIS CONTRACT
DOES NOT CONTAIN A SECURITY
REQUIREMENT

A3. TITLE

Workplace engagement to promote radon awareness and action

A4. BID CLOSING DATE

August 14, 2017

A5. SOLICITATION NUMBER1000192903

A6. ISSUE DATE
July 04, 2017

A7. ENQUIRIES

All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than ten (10) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.

A8. APPLICABLE LAWS

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.

A9. BID SOLICITATION DOCUMENTS

The RFP is divided into seven (7) parts as follows:

- 1. Part 1 General Information
- 2. Part 2 Bidder Instructions
- 3. Part 3- Bid Preparation Instructions
- 4. Part 4 Evaluation Procedures and Basis of Selection
- 5. Part 5 Certifications and Additional Information
- 6. Part 6 Security and Other Requirements
- . Part 7 Resulting Contract Clauses

Annex A – Statement of Work Annex B – Basis of Payment

A10. BID DELIVERY

Bids must be received by no later than 14:00 (2 p.m) on August 14, 2017 (Eastern Daylight 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.

A11. BID VALIDITY

Bids will remain valid for a period of one-hundred and twenty (120) calendar days following the Closing Date.

A12. BID CONTENT

Bids must be structured in the following manner:

- One (1) copy of a Covering Letter, signed by an authorized representative of the Bidder:
- Four (4) copies of the Technical Bid;
- One (1) copy of the Certifications Section V and,
- One (1) copy of Financial Bid Section III contained in separate envelope

Please refer to Section 1 – Bid Submission Requirement, point 1.2 for further instructions.



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity – Certification.

1.2 Summary

- 1.2.1 This requirement is for the provision of an on-going National Radon Program for the Radiation Protection Bureau at Health Canada (HC) with the goal of reducing the health risks associated with indoor radon exposure in Canada. A key element of the National Radon Program is to raise awareness and motivate Canadians to take action to reduce their risk from radon exposure.
- 1.2.2 There is no security requirement associated with this requirement.
- 1.2.3 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).
- 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 Certifications and Additional Information, Part 7 Resulting Contract Clauses and the annex titled *Federal Contractors Program for Employment Equity Certification.*"

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: one-hundred and twenty (120) calendar days

2.2 Submission of Bids

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 title of the Requirement must be in the subject line of your email and your proposal must be structured in accordance to section A12 – Bid Content on the cover page.

No price or cost information should appear in any other section of the bid. Failure to provide the Financial Bid in a separate attachment will render a bid non-responsive.

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

To the following Address:

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

Attention: Darlene Fisher

RFP Reference Number: 1000192903

Hours of Operation: 07h30 to 16h30 Monday to Friday

Due to the nature of the bid solicitation, bids transmitted by facsimile to Health Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

1000192903

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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 acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

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Section I: Technical Bid (4 hard copies) (and 1 soft copy on CD)

Section II: Financial Bid (1 hard copy) (and 1 soft copy on CD)

Section III: Certifications (1 hard copy) (and 1 soft copy on CD)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada 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 paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.3 Direct Deposit Payments

Health Canada has adopted electronic direct deposit as the method for paying invoices. Suppliers are asked to register for electronic direct deposit and to provide their account information upon request. For help with online registration, send an email to: DD@hc-sc.gc.ca.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

- **4.2.1** SACC Manual Clause A0027T, Basis of Selection Highest Combined Rating of Technical Merit and Price
- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
- 2. Bids not meeting (a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technic	cal Score	115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	$92/135 \times 70 = 47.70$
Calculations	Pricing Score	45/55 x 30 = 24.55	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rati	ng	84.18	75.56	77.70
Overall Rating		1st	3rd	2nd

ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Requirements

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.				
1.1 Mandatory Criteria	Page #	Yes	No	
M1 The Bidder must have a minimum of three (3) years experience in environmental health social marketing and outreach.				
To demonstrate experience, the Bidder must submit project descriptions. For each project description submitted, all of the following details must be included:				
 Name of client organization; Description of program evaluation scope and objectives; The role of the Bidder, tasks performed by the Bidder, and deliverables submitted by the Bidder; Duration of project (in format mm-yyyy to mm-yyyy) Name and contact of client contact 				
M2 The Bidder must provide a minimum 2 projects completed within the last 5 years, from date of bid closing, demonstrating their experience in all of the following:				
 Engaging Canadian workplaces on environmental and/or health related issues 				
 Establishing and coordinating a national outreach and engagement program on environmental and/or health related issues 				
 Developing and delivery of national outreach campaigns that incorporate the use of both traditional and online social marketing resources, tools and approaches. 				
All three elements above are not required for each project; however, the experience for all three elements above must be demonstrated within the two projects provided.				
To demonstrate experience, the Bidder must submit project descriptions. For each project description submitted, all of the following details must be included:				
Name of client organization;Description of program evaluation scope and objectives;				

•	The role of the Bidder, tasks performed by the Bidder, and deliverables submitted by the Bidder;		
•	Duration of project (in format mm-yyyy to mm-yyyy)		
•	Name and contact of client contact		

2.0 Point Rated Requirements

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

	2.1 Point-Rated Bidder Criteria	Maximum Points available for the criteria	Page #	Score
demon	the projects submitted against M2, the Bidder should strate both quantitative and qualitative data were achieve the following:	30		
• • Each p	Engaging Canadian workplaces on environmental and/or health related issues Establishing and coordinating an outreach and engagement program on environmental and/or health related issues Developing and delivery of national outreach campaigns that incorporate the use of both traditional and online social marketing resources, tools and approaches. roject will be assigned points as follows, for a tum of 15 points per project:			
0	O points (no quantitative and qualitative data provided to demonstrate projects objectives were			
0	achieved) 3 points (Very limited amount of quantitative and qualitative data provided to demonstrate projects objectives were achieved)			
0	5 points (Limited amount of quantitative and qualitative data provided to demonstrate projects objectives were achieved)			
0	7 points (Sufficient amount of quantitative and qualitative data provided to demonstrate projects objectives were achieved)			
0	10 points (Very sufficient amount of quantitative and qualitative data provided to demonstrate projects objectives were achieved			
0	15 points (Extensive amount of quantitative and qualitative data provided to demonstrate projects objectives were achieved)			

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R2 The Bidder should clearly demonstrate how they intend to garner stakeholder support, promote Radon Action Month and recruit workplaces across Canada to participate in the national engagement program. To demonstrate compliance with R2, the Bidder should submit a written summary that demonstrates how all project objectives will be achieved. 0 – Incomplete (No details are provided to demonstrate how project objectives will be achieved) 5 – Poor (Little detail is provided to demonstrate how all project objectives will be achieved) 10 – Fair (Sufficient detail is provided to demonstrate how all project objectives will be achieved) 15 – Good/Excellent (Extensive detail is provided to demonstrate how all project objectives will be achieved) Project descriptions may be submitted to help demonstrate compliance. For each project description submitted, all of the following details should be included: Name of client organization;	15	
 Description of project scope and objectives; Description of number, type, and reach/impact of stakeholders / groups engaged Successes achieved and challenges overcome Duration of project (in format mm-yyyy to mm-yyyy) Name and contact of client contact 		
Total Points Available	45	
Bidder's Score		

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social
Development Canada (ESDC) - Labour's website
<a href="http://www.code.go.co/op/iche/warkslace/human_rights/employment_canada-gentractor-program-rights/employment_canada-gent

(http://www.esdc.gc.ca/en/jobs/workplace/human rights/employment equity/federal contractor program. page?&_ga=1.229006812.1158694905.1413548969#afed).

5.2.3 Former Public Servant

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.

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In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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:

- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 FPSs 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 <u>Contracting Policy</u> 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;
 - 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.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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5.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with this requirement.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

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7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

<u>2010B</u> (2016-04-04), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of award to March 31, 2018 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1)-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address:

Contact Name: Darlene Fisher

Senior Procurement and Contracting Officer

Materiel and Assets Management Division

Telephone: 613-941-2125

E-mail address: Darlene.Fisher@hc-sc.gc.ca

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

7.5.2 **Project Authority**

The Project Authority for the Contract is:

To be provided at contract award

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

7.5.3 Contractor's Representative (to be inserted at Contract Award)

Contact Name: Telephone:

Facsimile:

E-mail address:

7.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a *Public* Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 **Payment**

7.7.1 **Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$ (to be inserted at Contract Award). Customs duties are included and Applicable Taxes are extra.

Health Canada has adopted electronic direct deposit as their method for paying invoices. Suppliers are asked to register for electronic direct deposit and to provide their account information upon request. For help with online registration, send an email to: DD@hc-sc.gc.ca.

7.7.2 Limitation of Price

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

7.7.3 Method of Payment - Multiple Payments

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

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

7.7.4 T1204 - Direct Request by Customer Department

- Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.7.5 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

7.8 Invoicing Instructions

 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment. P2P.East.Invoices-Factures.est@hc-sc.gc.ca

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) Professional Services Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- the Contractor's bid dated ______, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on ______" or ",as amended on ______" and insert date(s) of clarification(s) or amendment(s)).

7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

Foreign Nationals (Canadian Contractor)

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

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OR

Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"

STATEMENT OF WORK

Workplace engagement to promote radon awareness and action

May 31, 2017

1. SCOPE

1.1. Introduction

The Radiation Protection Bureau at Health Canada (HC) leads an on-going National Radon Program with the goal of reducing the health risks associated with indoor radon exposure in Canada. A key element of the National Radon Program is to raise awareness and motivate Canadians to take action to reduce their risk from radon exposure.

1.2. Objectives of the Requirement

The purpose and objective of this contract is to raise awareness and promote radon testing in the workplace and at home through an annual Workplace Engagement Program. The Contractor must be able to effectively engage and recruit varied workplaces across Canada to participate in the program and 'lead by example' by testing the workplace or raising the issue through the workplace occupational health and safety committee, educating staff about radon and encouraging them to test the radon level in their homes. The contractor will be required to manage and coordinate a national workplace engagement program that includes various methods of marketing and outreach to maximize participation.

1.3. Background and Specific Scope of the Requirement

In the recent past, Health Canada supported a pilot project for a workplace engagement program and the results confirmed that there was an interest from workplaces across Canada and it was an effective way to promote awareness in testing both in workplaces and in homes. Health Canada would like to continue these efforts and have an annual national Workplace Engagement Program developed that would be run in the fall / winter timeframe and co-incide and promote Radon Action Month in November. The contractor will require experience and resources with the right mix of knowledge, experience and connections to reach the target audiences, build an engaging and sustainable national program that delivers an impactful and behaviour changing collaborative social marketing campaign. Workplaces will be encouraged to disseminate information through a variety of internal communication mediums and employees will be encourage to take action to test at home as well as be able to bring radon awareness back to their family, neighbors and community.

2. REQUIREMENTS

2.1. Tasks, Activities, Deliverables and Milestones

The contractor must:

- Develop and deliver a national radon workplace engagement program, where employers are challenged to test the workplace, or request testing through the workplace occupational health and safety committee and employees are challenged to test the radon level at home through the fall / winter months.
 - Have a minimum of 80-100 worplaces participating in 2017 with a goal to increase participation by a minimum of 10% each year.

- 2) Develop turn-key resources for workplaces to use in promoting radon awareness and emphasizing the ease of testing and reducing radon levels at home and in workplaces. Resources could include but are not limited to; email templates, lunch and learn powerpoint seminars, easy access to radon testing kits or professionals in their area, as well as distributing Health Canada's existing outreach materials.
- 3) Through the Workplace Engagement Program promote and support Radon Action Month in November through a variety of media engagement and social marketing efforts.
- 4) Provide regular reporting and a final report/evaluation of the program
 - Deliver electronically quarterly reports in summary format on program progress, objectives and milestones.
 - Provide an annual report (due March 15) detailing all services delivered to Health Canada, including objectives and milestones achieved materials and resources developed, quantitative and qualitative data on workplace and staff engagement, lessons learned and challenges and suggestions / ideas for future years.

2.2. Specifications and Standards

The Project Authority will review, comment and approve all new radon material (radon core messaging).

2.3. Technical, Operational and Organizational Environment

All work related to this contract will be completed at the contractor's facilities utilizing the equipment of the contractor.

2.4. Method and Source of Acceptance

All deliverables and services rendered under this contract are subject to the inspection of the Project Authority. Should any deliverable and/or service not be to the satisfaction of the Project Authority, as submitted, the Departmental Representative shall have the right to reject it or require correction before payment shall be authorized.

2.5. Reporting Requirements

The contractor shall provide the technical authority with monthly email progress updates and upcoming milestones and a final project report which will include a detailed evaluation of the project deliverables including their reach and effectiveness, success and lessons learned.

2.6. Project Management Control Procedures

The Project Authority will (as required) meet with the Contractor to discuss on-going tasks, activities, deliverables and/or milestones. Meetings may occur in person, over teleconference or video conference.

The Project Authority will review all written materials submitted including monthly reports identifying all tasks and activities completed to-date and any proposed "next steps". The Project Authority will provide comments to the Contractor indicating any changes required.

3. ADDITIONAL INFORMATION

3.1. Authorities

To be Determined at Contract Award

3.2. Canada's Obligations

The Project Authority shall provide to the Contractor:

- expertise on radon
- access to Health Canada radon outreach materials and resources, Health Canada stakeholder contacts, government and departmental policies and procedures, publications, reports, studies, etc;
- provide other assistance or support, as applicable.

3.3. Contractor's Obligations

The Contractor shall be responsible for all the activities and deliverables described in this Statement of Work.

3.4. Location of Work, Work site and Delivery Point

The Contractor will complete all tasks, activities, deliverables and/or milestones at his/her place of work. The Contractor will be expected to attend any meetings as requested by the Project Authority (either in person or by teleconference). Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting GoC facilities.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

3.5. Language of Work

All materials must be available in English and French. Health Canada will translate all written materials.

3.6. Special Requirements

Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by HC/PHAC and/or The Government of Canada.

No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

3.7. Travel and Living

There are no travel and living expenses required for this requirement.

4. PROJECT SCHEDULE

4.1. Expected Start and Completion Dates

The services of the Contractor will be required for a period of 3 years from the contract start date (anticipated September 1, 2017) until September 1, 2020.

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

Deliverables		Estimated Date
1)	Radon workplace engagement program strategy development	Completed annually by September 30 th
2)	Digital communications and outreach efforts and supporting media engagement and social marketing activities during Radon Action Month	Completed annually through October - February
3)	Program and participant recruitment	

and management, evaluation and	Completed annually by
reporting	June 30 th

5. REQUIRED RESOURCES OR TYPES OF ROLES TO BE PERFORMED

The project requires expertise in the area of environmental health workplace engagement and social marketing programs and promoting understanding and action through education.

6. APPLICABLE DOCUMENTS AND GLOSSARY

6.1. Applicable Documents

Health Canada's radon outreach materials, including but not limited to: Radon: Is it in your home brochure Take action on radon postcard Radon Reduction Guide for Canadians

6.2. Relevant Terms, Acronyms and Glossaries

Not Applicable.

ANNEX "B"

BASIS OF PAYMENT

The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive firm price for each of the milestones identified, its quoted direct and subcontracted expenses, and its quote travel and living expenses (if applicable).

Volumetric Data

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Direct Expenses

All expenses, general and administrative, normally incurred in providing the services (i.e. project office space [including Contractor's hardware and software]; word processing; non-project specific reports, photocopying, courier and telephone charges; local travel and the like) are to be included in the prices for professional services identified herein, and will not be permitted as direct expenses under the Contract.

Direct expenses include any expenses directly incurred by the Contractor during the performance of the Work or for the purpose of the project, relating to the purchase or rental of materials, equipment, supplies, or other required items. Direct expenses may include, but are not limited to, the following: badges; lanyards; tent cards; flip charts; on-site printing; signage; audio/video equipment rental; simultaneous interpretation equipment rental; commercial transportation; requirement-specific insurance coverage (at the request of the Project Authority); and any project-specific photocopies, telephone and facsimile charges, parking costs, and mailing, courier, and shipping fees.

Direct expenses will be charged at net cost with a (TBD at contract award)% mark-up.

Subcontracting

Subcontracted items include any expenses incurred during the performance of the Work or for the purpose of the project for which a separate contract exists between the Contractor and the person or firm providing the goods / services. Subcontracted items may include, but are not limited to, the following: the venue, audio/video equipment rental, simultaneous interpretation equipment rental, commercial transportation, hospitality, facilitators, note takers, translation services, travel and living for event participants, on-site printing, signage, etc.

All subcontracted requirements will be provided at net cost with a *(TBD at contract award)*% mark-up. Invoices from the Contractor to Canada must be accompanied by copies of invoices from the subcontractors. Invoices from second-tier subcontractors (the subcontractors of the Contractor's subcontractors) are not required under the Contract.

For each subcontracted service over \$25,000 (taxes included) the Contractor will obtain competitive bids from no fewer than three outside suppliers. The Contractor must provide to the Contracting Authority and the Project Authority, the names of the suppliers who submitted bids, the total amount of each bid obtained, the selection criteria and results.

1.0 Initial Contract Period: Date of Contract Award to March 31, 2018

1.1 Table "A1" - Professional Services

Milestone Number	Description of Milestones and Deliverables	Due date	Proposed All- inclusive Firm Price
1	Radon workplace engagement program strategy development	September 30 th	\$
2	Digital communications and outreach efforts and supporting media engagement and social marketing activities during Radon Action Month	Completed through October - February	\$
3	Program and participant recruitment and management, evaluation and reporting	June 30 th	\$
		Sub-Total A1 (excluding taxes) :	\$

1.2 Table "A2" – Direct and Subcontracted Expenses (if applicable and requires Health Canada pre-authorization):

Item	Description	Total Estimated Direct and Subcontracted Expenses
1	Direct & Subcontracted Expenses Mark-up (applicable to the resulting contract)	% (in format 0.00%
2	Total Direct & Subcontracted Expenses (for evaluation purposes only)	\$10,000.00
Sub-Tot	al A2 (excluding taxes) – item 1 multiplied by item 2 then added to item 2 :	\$

2.0 Option Period 1 – April 1, 2018 to March 31, 2019

2.1 Table "B1" - Professional Services

ilestone Number	Description of Milestones and Deliverables	Due Date	Proposed All- inclusive Firm Price
1	Radon workplace engagement program strategy development	To be added to SOW if and when Option Periods are exercised: September 30 th (Option Period 1)	\$

2	Digital communications and outreach efforts and supporting media engagement and social marketing activities during Radon Action Month	To be added to SOW if and when Option Periods are exercised: Completed through October - February (Option Period 1)	\$
3	Program and participant recruitment and management, evaluation and reporting	To be added to SOW if and when Option Periods are exercised: June 30 th (Option Period 1)	\$
Sub-Total B1 (excluding taxes) :			\$

2.2 Table "B2" – Direct and Subcontracted Expenses (if applicable and requires Health Canada pre-authorization):

Item	Description	Total Estimated Direct and Subcontracted Expenses
1	Direct & Subcontracted Expenses Mark-up (applicable to the resulting contract)	% (in format 0.00%
2	Total Direct & Subcontracted Expenses (for evaluation purposes only)	\$10,000.00
Sub-Tota item 2 :	al B2 (excluding taxes) – item 1 multiplied by item 2 then added to	\$

3.0 Option Period 2: April 1, 2019 to March 31, 2020

3.1 Table "C1" – Professional Services

Milestone Number	Description of Milestones and Deliverables	Due Date	Proposed All- inclusive Firm Price
1	Radon workplace engagement program strategy development	To be added to SOW if and when Option Periods are exercised: September 30 th (Option Period 2)	\$
2	Digital communications and outreach efforts and supporting media engagement and social marketing activities during Radon Action Month	To be added to SOW if and when Option Periods are exercised: Completed through October - February (Option Period 2)	\$

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3	Program and participant recruitment and management, evaluation and reporting	To be added to SOW if and when Option Periods are exercised: June 30 th (Option Period 2)	\$
Sub-Total C1 (excluding taxes) :		\$	

3.2 Table "C2" – Direct and Subcontracted Expenses (if applicable and requires Health Canada pre-authorization):

Item	Description	Total Estimated Direct and Subcontracted Expenses
1	Direct & Subcontracted Expenses Mark-up (applicable to the resulting contract)	% (in format 0.00%
2	Total Direct & Subcontracted Expenses (for evaluation purposes only)	\$10,000.00
Sub-Total C2 (excluding taxes) – item 1 multiplied by item 2 then added to item 2 :		\$

4.0 Total Bid Price for Evaluation

The Total Bid Price for Evaluation is calculated for evaluation purposes and will also form the Basis of Payment for the resulting Contract.

Total Bid Price for Evaluation = Sum of Sub-Totals A1, A2, B1, B2, C1, and C2.

The total value of any contract resulting from this RFP shall not exceed the sum of \$35,000.00 in the first year, and \$35,000.00 in each of the two (2) one-year option periods should they be exercised for a total cumulative value of \$105,000.00, taxes extra. This amount includes travel and living expenses (if applicable) and all other expenses.

4.1 Bidder's Total Bid Price for Evaluation

Bidder's Total Bid Price for Evaluation	\$
Applicable Taxes	\$