

High Complexity Bid Solicitation and Resulting Contract Template (HC)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 INTRODUCTION.....3

1.2 SUMMARY3

1.3 DEBRIEFINGS.....3

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....4

2.2 SUBMISSION OF BIDS.....4

2.3 FORMER PUBLIC SERVANT.....4

2.4 ENQUIRIES - BID SOLICITATION.....4

2.5 APPLICABLE LAWS.....6

2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY6

PART 3 - BID PREPARATION INSTRUCTIONS..... 6

3.1 BID PREPARATION INSTRUCTIONS6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 8

4.1 EVALUATION PROCEDURES.....8

4.2 BASIS OF SELECTION.....8

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 8

5.1 CERTIFICATIONS REQUIRED WITH THE BID9

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION10

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS..... 11

6.1 SECURITY REQUIREMENTS11

PART 7 - RESULTING CONTRACT CLAUSES 12

7.1 STATEMENT OF WORK OR REQUIREMENT.....12

7.2 STANDARD CLAUSES AND CONDITIONS.....12

7.3 SECURITY REQUIREMENTS12

7.4 TERM OF CONTRACT13

7.5 AUTHORITIES13

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS14

7.7 PAYMENT14

7.8 INVOICING INSTRUCTIONS15

7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....15

7.10 APPLICABLE LAWS.....15

7.11 PRIORITY OF DOCUMENTS16

7.12 INSURANCE OR INSURANCE REQUIREMENTS.....16

ANNEX “A” 17

STATEMENT OF WORK OR REQUIREMENT17

ANNEX “B” 46

BASIS OF PAYMENT46

ANNEX “C” 49

SECURITY REQUIREMENTS CHECK LIST	49
ATTACHMENT "1" TO PART 3 OF THE BID SOLICITATION	50

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, Security Requirements, and the Security Requirements Checklist.

1.2 Summary

Health Canada's Tobacco Control Directorate (TCD) is seeking a Contractor to assist the department in the development of labels for tobacco products. Specifically, TCD requires graphic design services on an on-going basis, to develop new templates for Health Warnings (HW), editing existing HW drafts, layout and design of medical images and testimonial photographs and the execution of storyboard ideas provided by TCD.

The services of the Contractor will be required for a period of approximately 2 years commencing upon contract award. The expected completion date of this project is December 31, 2020.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website".

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.

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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to the email address by the date, time and place indicated on page 1 of this solicitation.

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

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. 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 [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 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 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;
- 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

2.5 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.

2.6 Basis for Canada's Ownership of Intellectual Property

Health Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

1. the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;
2. the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:

- i. Section I: Technical Bid (1 soft copy)
- ii. Section II: Financial Bid (1 soft copy)
- iii. Section III: Certifications not included in the Technical Bid (1 soft copy)

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.

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

Note: If the email including attachments is larger than 20mb, please submit your bid in separate emails to not exceed Health Canada's server limitation.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry 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

Bidders must submit their financial bid in accordance with Annex B- Basis of Payment.

Section III: Certifications

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

3.2 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.2.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

4.2 Basis of Selection

4.2.1 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; and
 - c. obtain the required minimum of 4 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 6 points.
2. Bids not meeting (choose "(a) or (b) or (c) 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.
8. 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 the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
Calculations	Technical Merit Score (OSi x 70)	Pricing Score (LP/Pi x 30)	Combined Rating
Bidder 1	120/135 x 70 = 62.2	50/60 x 30 = 25	87.20
Bidder 2	98/135 x 70 = 50.8	50/55 x 30 = 27.3	78.10
Bidder 3	82/135 x 70 = 42.5	50/50 x 30 = 30	72.50
Overall Evaluation:	1st	2nd	3rd

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

5.2.3.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition.

5.2.3.2 Status and Availability of Resources

5.2.3.2.1 SACC Manual clause A3005T (2010-08-16)

5.2.3.4 Education and Experience

5.2.3.4.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award.

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

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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4007 03](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

[4010 01](#) (2012-07-16) Copyright, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 1000204672

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

5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition)

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.3.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2020 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sherry Lafontaine
Title: Senior Procurement & Contracting Officer
Organization: Health Canada - Santé Canada
Address: 200 Eglantine Driveway, Tunney's Pasture Ottawa, ON
Telephone: (613) 941-2169
E-mail address: sherry.lafontaine@canada.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 time of Contract award]*

Name: _____
Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

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 provided at time of Contract award]*

7.6 Proactive Disclosure of Contracts with Former Public Servants

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- Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.8 Invoicing Instructions

1. 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. The description and value of the Milestone claimed as detailed in Appendix B;
 - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. one (1) copy must be forwarded to the following address for certification and payment:

hc.p2p.east.invoices-factures.est.sc@canada.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.

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 supplemental general conditions [4007 03](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, [4010 01](#) (2012-07-16) Copyright;
- (c) the general conditions [2035](#) (2018-06-21);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) 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)*).

7.14 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

ANNEX “A”

STATEMENT OF WORK

1. TITLE

Graphic Design Services for the Labelling of Tobacco Products

2. SCOPE

2.1. Introduction

Health Canada’s Tobacco Control Directorate (TCD) is seeking a Contractor to assist the department in the development of labels for tobacco products. Specifically, TCD requires graphic design services on an on-going basis, to develop new templates for Health Warnings (HW), editing existing HW drafts, layout and design of medical images and testimonial photographs and the execution of storyboard ideas provided by TCD. It is expected that the contractor may be required to source models, identify locations and obtain access to medical equipment to execute storyboard concepts.

Tobacco product labels are developed based on scientific research on the health effects and health hazards of tobacco use and extensive research on the effectiveness of tobacco labelling. The requirement to display HW as well as Health Information Messages (HIM) inside tobacco packages and Toxic Statements (TS) on the sides of packages is set through regulations. This means that it is important to ensure that the labels are developed and supported by sound research, including Public Opinion Research (POR). It also important to note that this is not a traditional graphic design or marketing exercise in that labels are not meant to be appealing in the traditional sense. In addition, the development of the labels often include exposure to unattractive images or may require the successful bidder to execute design concepts that could be challenging, such as taking a picture of a crying child.

TCD develops different labels for different types of tobacco products in order to be accurate about the health effects and health hazards of the product. Currently, separate HW are being designed based on the following categories of products:

- Cigarettes, Little Cigars, Cigarette Tobacco, Tobacco Sticks, Leaf Tobacco and Kreteks
- Cigars, Bidis
- Pipe Tobacco
- Smokeless Tobacco
- Tobacco products other than those listed above and those that may be introduced on the market.

2.2 Objectives of the Requirement

The objective of the requirement is to provide graphic design services on an on-going basis, for the next two fiscal years. Overall tasks may include the following, for both English and French labelling:

- Development of new or revised templates for different sizes and shapes of tobacco products.
- Development of new HW based on instructions or ‘storyboards’ received from TCD. This could include finding models with specific characteristics (i.e. age, gender), identifying locations for backgrounds including medical settings, securing appropriate materials/props and photoshoots to execute instructions.
- Layout and design of HW that contain medical images and/or testimonial photographs that will be provided to the contractor.
- Adjusting established HW templates to better highlight images, text or both.
- Creating HW in different sizes and shapes depending on the tobacco product packaging requirements.
- Modification of images, text or templates of draft HW to respond to POR, senior management recommendations and review by subject matter experts.
- Providing advice on graphic design options to increase the effectiveness of HW.

The timelines for these products will vary based on progress on other contracting, POR and approval processes. The selected Contractor must have the flexibility to adjust to changing deadlines and requirements. Timelines will be reviewed at minimum monthly and clear directions and timelines will be provided when tasks are assigned. These timelines can be negotiated between the contractor and TCD as required.

2.3 Background and Specific Scope of the Requirement

Tobacco use is the leading preventable cause of death and disease in Canada. It is a contributing factor to serious chronic diseases, such as cancer, respiratory ailments and heart disease. Approximately fifty percent of long-term smokers die prematurely from smoking-related diseases, amounting to over 45,000 deaths in Canada each year.

Canada was the first country in the world to require pictorial HW on tobacco packages. These have the potential to be seen by millions of people a day and are viewed as an important tool to raise awareness about the health hazards and health effects of smoking. Research shows that, for the HW to be effective, they must be noticeable, understandable, informative, credible and relevant. Health Canada is responsible for the administration and enforcement of the *Tobacco and Vaping Products Act (TVPA)* and its regulations.

The *Tobacco Products Labelling Regulations (Cigarettes and Little Cigars) (TPLR-CLC)* were adopted under the Act in September 2011 and replaced the previous requirements of the *Tobacco Products Information Regulations (TPIR)* (adopted in 2000) that applied to cigarettes and little cigars. The *TPLR-CLC* consist of a combination of HW, Health Information Messages, and Toxic Emissions Statements, while the *TPIR* stipulate that labelling consists of a combination of HW, Health Information, and Toxic Emissions Information and Toxic Constituents Information

to inform tobacco users. The *TPIR* continues to apply to tobacco products other than cigarettes and little cigars, such as cigarette tobacco, tobacco leaf, kreteks, bidis, tobacco sticks, smokeless tobacco, pipe tobacco, and cigars. Definitions for the purposes of this contract can be found in section 6.2 of this Statement of Work (SOW).

The *TPLR-CLC* requires pictorial HW to appear on at least 75% of the space on the front and back surfaces of cigarette and little cigar packages and to be displayed in both official languages in the same manner. HW provide information in relation to the health effects and hazards of tobacco use, testimonials from smokers on the effects of smoking, or about tobacco products and their emissions.

The *TPLR-CLC* can be viewed at the following link: <https://www.canada.ca/en/health-canada/services/health-concerns/tobacco/legislation/federal-regulations/tobacco-products-labelling-regulations-cigarettes-little-cigar.html>

HW also display a pan-Canadian toll-free quitline number and cessation Web portal. For tobacco products labelled as required under the *TPIR*, pictorial and text-based warnings appear on at least 50% of the packages principal display surfaces.

The *TPIR* can be viewed at the following link: <https://www.canada.ca/en/health-canada/services/health-concerns/tobacco/legislation/federal-regulations/tobacco-products-information-regulations.html>

The current approach for developing tobacco labels is based on extensive international research on the effective characteristics of these labels. In addition, the Department conducts POR to ensure that the draft labels are effective at communicating the health hazards and health effects of tobacco use. The labels developed to date include a number of new themes, compelling true stories from former tobacco users, and display a pan-Canadian toll-free quitline number and cessation web portal. Descriptions of the current HW are provided below to provide context and to illustrate the current situation. The requirement for HW on tobacco packages is regulatory and has a high profile; therefore, there will be multiple revisions for each label. All HW will be tested at least once through POR, will undergo review at the senior management and Ministerial level, be subject to review by a scientific expert and be commented upon during the publication of the proposed regulations in Canada Gazette I. Final HW may be used in a 'source document' developed through a separate contract in support of regulatory processes.

Current HW

Currently, the HW are displayed on the front and back of most tobacco product packaging. The basic layout of a HW consists of a picture or illustration and a textual component. The textual part usually includes the following:

- **Marker Word:** consists of the word "Warning" and appears at the top of most HW.
- **Headline:** communicates the main message; presented in large font.
- **Sub-text:** provides additional information that supports/complements the headline.
- **Contact information:** provides a toll-free pan-Canadian quitline number, cessation Web

portal address and a Call to Action phrase.

- **Attribution:** attributes the HW to Health Canada.

The following is an illustration of a current HW for cigarette packages in “landscape” format.



Photographic samples of selected tobacco product packaging are provided in Appendix “2” of Annex A.

Currently, some draft HW for cigarettes/little cigars, cigars/bidis, pipe tobacco, smokeless tobacco and other tobacco products have been developed. A POR to test the effectiveness of 39 new proposed HW for cigarettes has been recently conducted by TCD. The final POR report entitled “Qualitative testing of new Health Warnings and Contact Information taglines for cigarettes – 2017” is available on the Library and Archives Canada website: <http://epe.lac-bac.gc.ca/100/200/301/pwgsc-tpsgc/por-ef/health/2018/028-17-e/index.html>. A contract has also been awarded to a design firm to undertake revisions of twenty-four (24) HW and six (6) design templates for cigarettes only in preparation of a second POR to be conducted by TCD in the fall of 2018 or early 2019. Based on the results of the survey and other factors, some modifications to these 24 HW are expected to be required by the successful bidder.

Additionally, changes to HW templates and mock-ups (i.e. little cigars, cigars/bidis, pipe tobacco, smokeless tobacco, other tobacco products and up to 20 additional ones for cigarettes) will need to be performed by the successful bidder as per the instructions given in writing and as outlined in Article 3.1 of this SOW. Health Canada will provide the Contractor with specific design requirements, draft HW design templates and mock-ups, English and French texts, medical and testimonial photographs to perform the work under this contract.

3. REQUIREMENTS

3.1. Tasks, Activities, Deliverables and/or Milestones

The Contractor will complete the following tasks as required by the Project Authority.

The Contractor will be required to work closely with Health Canada teams across the scope of tasks and provide deliverables to both the Project and Technical Authority. The Contractor will perform the following tasks based on directions and specifications provided by Health Canada at various stages and timelines as there may be periods of time where the service of the Contractor will not be required until some steps and approval processes are completed.

The HW shall be a mix of compelling photographs/images/graphics that illustrates the health hazards and diseases caused by smoking/tobacco use and shall be designed so that each warning:

- Contains either a headline, a subtext or both and a picture depicting the health effects of smoking or exposure to second-hand smoke, a medical image or testimonial provided by Health Canada;
- Have a French version and an English version and in some cases a bilingual version;
- Carry a Health Canada attribution; Includes the marker word "WARNING", with the exception of HW developed as personal testimonials; and
- Includes a toll-free pan-Canadian quitline number and a cessation Web portal address or other means of communicating information that link smokers to cessation services. Health Canada will provide the Contractor with new/revised content to replace the information found on the current HW mock-ups, when available.

All materials submitted will be reviewed by the Project Authority and Technical Authority to ensure the work is of acceptable quality and has been executed according to Health Canada's instruction(s). If any deliverable does not meet the requirement and/or if changes are required, a response will be sent by the Project Authority and/or Technical Authority to the Contractor outlining the deficiencies and the necessary corrections the Contractor must action followed by resubmission within a specified time to the Project Authority and Technical Authority for review and acceptance. It is expected that there will be up to two (2) rounds of minor revisions (i.e. selection of a different picture from a photoshoot, change in template) after the first draft of the label is deemed to have met the requirements provided by Health Canada and before finalizing files for POR. Files or print ready-files in PDF format (which means the HW mock-ups displayed on the tobacco product packaging that is being tested) for POR will be required both electronically for possible printing or web-based surveys and a hard-copy colour true report including all final labels will be required.

After POR, a total of six (6) changes **per label**, may be required. These are necessary to respond to POR results and to account for changes at each stage of approvals. It is not possible to predict at this time if these changes will be minor (i.e. fixing text) or more substantial. Should the contractor believe that the changes are major in nature; a discussion should be held with the Project Authority to ensure that the proper resources are available to execute direction.

The instructions provided to the successful bidder for any new HW may require the contractor to hire model(s) based on specifications provided (i.e. gender, age). TCD will provide model consent and release forms that must be signed prior to the hiring of the model. The bidder may also need to identify a suitable location for the HW setting. In some cases, the storyboard may require that the picture be in a medical setting such as a hospital bed or doctor's office. It will

be the successful bidder's responsibility to find or create a suitable location. Should an agreement be necessary for the securing of the location, the agreement will be between Health Canada and the representative for the location. There may also be a requirement to obtain props to execute storyboard ideas. The contractor will be required to propose a list of required materials and their price for approval in advance of their purchase. The contractor will also be responsible for payment of models and required props. Fees for location rentals outside of the contractor's area of work will be discussed on a per-location basis.

Task 1: Overall project management, work plan and reporting.

The Contractor will participate via teleconference with Health Canada at the outset of the contract at the Technical Authority facility in Ottawa to:

- Discuss, clarify and confirm the goals and objectives of the project;
- Clarify their role and that of the Project Authority and Technical Authority;
- Discuss the process for providing regular reports to the Project Authority and Technical Authority. For instance, reports may include up-to-date information as to activities completed or in progress as well as reasons explaining if there are any delays by either parties; and
- Receive key material (i.e., background info, consent and release forms for models) required for the project.

Task 2: Design, layout and edits of HW for tobacco products

Activity 1: HW for Cigarettes and Little Cigars

The Contractor will undertake design, layout and edits of HW for cigarettes and little cigars. At this time, it is expected that there will be a total of up to 44 distinct bilingual HW. The templates for the cigarette and little cigars HW have been designed however, there may be changes in the template required to ensure the effectiveness of the warning. For each of the 44 HW, design layouts will be required in both French and English based on specifications provided by TCD of current packaging. It is important to note that regulations for Plain and Standardized Appeal have been published in Canada Gazette I <http://gazette.gc.ca/rp-pr/p1/2018/2018-06-23/html/reg9-eng.html> and propose that only one cigarette package type be allowed. Since these are not yet final, labels will be designed for both slide and shell and flip top cigarette packages. The successful bidder will be required to provide 2 separate layouts of the same size, one in English and one in French as follows:

- 75% of the primary surface of a slide and shell cigarette package
- 75% of the primary surface of a flip-top cigarette package
- 75% of the front and back standard little cigar package

As noted above, 24 HW are currently being edited/redesigned and will be tested through POR in October 2018. As a result of this POR, and/or approval processes further changes to these 24 labels may be required.

The successful bidder will be required to develop up to 20 new HW based on storyboards, images and text provided by TCD. Some of these 24 new HW will simply be a layout of text and either medical images obtained by the Project Authority or images of testimonial providers. Instructions for the

remainder of up to 20 cigarette and little cigar HW will be provided in sufficient detail that a new creative concept will not be required. However, design advice will be welcomed to improve the effectiveness of the HW, taking into consideration the research on HW.

Activity 2: HW for Cigar and Bidi Packaging

A total of 10 bilingual Health Warnings (HW) for cigars and bidis are required. These will be developed based on current research on the health effects of the product. In some cases, the health effects of cigar, cigarette and little cigar usage are the same. For example, oral cancer may be caused by the use of all three products. In these cases, the contractor will be instructed to adapt the text and image of the cigarette HW to the sizing required for cigar and bidi packaging. Currently, it is expected that at least 2 labels will be developed in this way. For the remainder of the HW, detailed instructions or storyboards will be provided for the contractor to execute.

The final size and dimension of these HW have not yet been determined. In addition, packages for cigars come in various sizes and shapes, making standardization difficult. The current cigar and bidi HW are only required on approximately 50% of the primary surface of the package. These labels are also different from cigarette labelling in that French and English appear on the same label. In addition, templates for these labels have not yet been finalized and will need to be adapted from the cigarette templates. A total of 3 different proposals for each label shape will be required before label development begins as follows:

- 3 proposed label templates for a bilingual label in a rectangular shape
- 3 proposed label templates for a bilingual label in a square shape
- 3 proposed label templates for a unilingual label in a square shape
- 3 proposed label templates for a unilingual label in a rectangular shape

One or more proposed templates may be selected for use and these formats will also be used for other tobacco products in similar packages (i.e. pipe tobacco) as appropriate.

Health Canada is considering increasing the size requirement, display area and minimum dimension for these HW. It is expected that various sizes will be required for testing during POR. This means that the following formats for each separate HW will be required based on the list below:

- Bilingual labels in a square format in up to four (4) sizes
- Bilingual labels in a rectangle format in up to four (4) sizes
- English labels in a square format in up to four sizes (4) to appear on one side of a cigar package for one of the primary surfaces
- French labels in a square format in up to four (4) sizes to appear on one side of a cigar package for one of the primary surfaces
- English labels in a rectangular format in up to four (4) sizes to appear on one side of a cigar/bidi tobacco package for one of the primary surfaces
- French labels in a rectangular format in up to four (4) sizes to appear on one side of a cigar/bidi package for one of the primary surfaces

Measurements for sizes of labels will be provided by the Project Authority in advance of their development.

In addition to these labels for cigar packages, Health Canada will be developing a HW to appear on cigar tubes. These are likely to be largely text-based warnings given the size of these tubes. The successful bidder will be responsible for providing 3 possible templates for these HW. There will also be a requirement to provide these labels in up to four (4) sizes specified by TCD.

Activity 3: HW for Pipe Tobacco

A total of 10 bilingual HW for pipe tobacco packages are required. These will be developed based on current research on the health effects of the product. In some cases, the health effects of cigar, pipe and cigarette usage are the same. For example, oral cancer may be caused by the use of all three products. In these cases, the contractor will be instructed to adapt the text and image of the cigarette HW to the sizing required for pipe tobacco packaging. Currently, it is expected that at least 2 labels will be developed in this way. For the remainder of the HW, detailed instructions or storyboards will be provided for the contractor to execute. The draft labels presented to the Project Authority will be assessed against the direction provided by TCD.

The final size and dimension of these HW have not yet been determined. Pipe tobacco packages or pouches are not a standardized shape, making designing for HW difficult. The current pipe HW are only required on approximately 50% of the primary surface of the package. The template(s) selected during the cigar HW design will be used to develop the pipe tobacco templates.

Health Canada is considering increasing the size requirement, display area and minimum dimension for these HW. It is expected that various sizes will be required for testing during POR. This means that the following formats for each separate HW will be required based on the list below:

- Bilingual labels in a square format in up to four (4) sizes
- Bilingual labels in a rectangle format in up to four (4) sizes
- English labels in a square format in up to four sizes (4) to appear on one side of a pipe tobacco package for one of the primary surfaces
- French labels in a square format in up to four (4) sizes to appear on one side of a pipe tobacco package for one of the primary surfaces
- English labels in a rectangular format in up to four (4) sizes to appear on one side of a pipe tobacco package for one of the primary surfaces
- French labels in a rectangular format in up to four (4) sizes to appear on one side of a pipe tobacco package for one of the primary surfaces

Measurements for sizes of labels will be provided by the Project Authority in advance of their development.

Activity 4: HW for Smokeless Tobacco

A total of 10 bilingual HW for smokeless tobacco are required. These will be developed based on current research on the health effects of the product. In some cases, the health effects of smokeless tobacco, cigar, and cigarette usage are the same. For example, oral cancer may be caused by the use of all three products. In these cases, the contractor will be instructed to

adapt the text and image of the cigarette HW to the sizing required for smokeless tobacco packaging. Currently, it is expected that at least 4 labels will be developed in this way. For the remainder of the HW, detailed instructions or storyboards will be provided for the contractor to execute.

The final size, dimension and placement of these HW have not yet been determined. The majority of smokeless tobacco is sold in small round tins, with some packages in pouch format. The current smokeless HW are only required to be up to approximately 50% of the primary surface of the package. Smokeless tobacco packages are also required to display Toxic Constituents Information on the sides of the packages. These HW are also different from cigarette labelling in that French and English appear on the same label. Templates for these labels have not yet been finalized and will need to be adapted from the cigarette templates. A total of 3 different proposals for each label shape will be required before label development begins as follows:

- 3 proposed label templates for a bilingual label for tobacco tins in up to four (4) sizes
- 3 proposed label templates for a unilingual label to appear in on the front and back of the tobacco tin in up to four (4) sizes.

Health Canada is considering increasing the size requirement, display area and minimum dimension for these HW. It is expected that various sizes will be required for testing during POR. This means that the following formats for each separate HW will be required based on the list below:

- Bilingual labels in the template selected by Health Canada and in up to four (4) sizes
- English labels in the template selected by Health Canada and in up to four (4) sizes
- French labels in template selected by Health Canada and in up to four (4) sizes
- English labels in a rectangular format in up to four (4) sizes to appear on one side of a smokeless tobacco package for one of the primary surfaces
- French labels in a rectangular format in up to four (4) sizes to appear on one side of a smokeless tobacco package for one of the primary surfaces

Measurements for sizes of labels will be provided by the Project Authority in advance of their development.

Activity 5: HW for Other Tobacco Products

There are a range of other tobacco products that are sold in a variety of shapes and sizes that Health Canada is considering regulating. In addition, consideration is being given to putting in place a requirement to ensure that any new tobacco products introduced into the market will be required to have a HW. At this time, it is expected that the HW for these messages be adapted from HW for other products, although consideration is also being given to text-only messages. A total of 10 HW will be required to be laid out in two formats.

Table 1 – Tasks, Activities, Deliverables, and Milestones to be completed based on directions and specifications provided by Health Canada at various stages and timelines

Activities and Tasks	Deliverables	Estimated Timelines
1. Initial Meeting – Overall project management, work plan and reporting <ul style="list-style-type: none"> • Initial meeting via teleconference with HC • Provisions of documents by HC to the Contractor 	N/A	Within 2 weeks after Contract Award
2.Design/Revisions of HW for Cigarettes and Little Cigars (total of up to 44 distinct HW) <ul style="list-style-type: none"> • Meeting/Validation via teleconference with HC staff 	<ul style="list-style-type: none"> • Provide revisions to up to 24 distinct HW and develop/design up to 20 new distinct HW in 2 separate layouts (slide and shell and flip top) in English and French for cigarettes packages as outlined in 3.1 and subsection 3.2.3. • Provide up to 44 HW in one layout in English and French for little cigars standard package as outlined in 3.1 and subsection 3.2.3. 	8 weeks after Contract Award
3. POR print-ready files of all Cigarettes and Little Cigars HW for POR	<ul style="list-style-type: none"> • Provide print-ready files in 2 separate layouts (slide and shell and flip top) in English and French as outlined in subsection 3.2.3 in advanced of POR. 	4-6 weeks prior to POR (POR expected to take place early 2019)
4. Design of HW templates for Cigars and Bidis Packaging	<ul style="list-style-type: none"> • Provide 3 different proposals for each label shape (3 bilingual rectangular, 3 bilingual square, 3 unilingual square and 3 unilingual rectangular) as outlined in 3.1. • Provide 3 possible templates to appear on cigar tubes. 	10 weeks after Contract Award
5. Design of HW for Cigars and Bidis Packaging (total of 10 distinct HW) <ul style="list-style-type: none"> • Meeting/Validation via teleconference with HC staff 	<ul style="list-style-type: none"> • Provide 10 distinct HW in one or more proposed templates for cigars and bidis packaging as outlined in 3.1 and subsection 3.2.3. 	12 weeks after Contract Award

<p>6. Design of HW for Pipe Tobacco (total of 10 distinct HW)</p> <ul style="list-style-type: none"> • Meeting/Validation via teleconference with HC staff 	<ul style="list-style-type: none"> • Provide 10 distinct bilingual HW using the templates selected for cigars HW packaging as outlined in 3.1 and subsection 3.2.3. • 	<p>14 weeks after Contract Award</p>
<p>7. Design of HW templates for Smokeless Tobacco</p>	<ul style="list-style-type: none"> • Provide 3 different proposals for each label shape (3 bilingual in 4 sizes and 3 unilingual in up to 4 sizes) as outlined in 3.1 and in subsection 3.2.3. 	<p>14 weeks after Contract Award</p>
<p>8. Design of HW for Smokeless Tobacco (total of 10 distinct HW)</p> <ul style="list-style-type: none"> • Meeting/Validation via teleconference with HC staff 	<ul style="list-style-type: none"> • Provide 10 distinct bilingual HW with selected templates as outlined in 3.1 and in subsection 3.2.3. 	<p>14 weeks after Contract Award</p>
<p>9. Design of HW for HW for Other Tobacco Products (total of 10 distinct HW)</p> <ul style="list-style-type: none"> • Meeting/Validation via teleconference with HC staff 	<ul style="list-style-type: none"> • Provide 10 HW in 2 formats as outlined in 3.1 and subsection 3.2.3. 	<p>14 weeks after Contract Award</p>
<p>10. POR online files of HW for Cigar/Bidi, Pipe Tobacco, Smokeless Tobacco and other tobacco products</p>	<ul style="list-style-type: none"> • Provide online files of all HW for packages of cigar/bidi, pipe tobacco, smokeless and other tobacco products as outlined in subsection 3.2.3. 	<p>4 weeks prior to POR (POR expected to be conducted March 2019)</p>
<p>11. Revisions to HW for Cigarettes and Little Cigars as a results of POR</p> <ul style="list-style-type: none"> • Meeting/Validation via teleconference with HC staff 	<ul style="list-style-type: none"> • Provide revisions to HW for packages of cigarettes and little cigars. 	<p>Flexible date</p>

<p>12. Revisions to HW for Cigar/Bidi, Pipe Tobacco, Smokeless and Other Tobacco Products as a result of POR.</p> <ul style="list-style-type: none"> Meeting/Validation via teleconference with HC staff 	<ul style="list-style-type: none"> Provide revisions to HW for packages of cigar/bidi, pipe tobacco, smokeless and other tobacco products. 	<p>Flexible date</p> <p>The</p>
<p>13. Size increase of HW for Cigars/Bidis, Pipe Tobacco and Smokeless Tobacco for POR testing</p>	<ul style="list-style-type: none"> Provide HW for cigars /bidis as outlined in 3.1. (7 formats in up to 4 sizes) Provide HW for pipe tobacco as outlined in 3.1. (6 formats in up to 4 sizes). Provide HW for smokeless tobacco as outlined in 3.1. (5 formats in up to 4 sizes) 	<p>4 weeks prior to POR</p> <p>(POR expected to take place June 2019)</p>
<p>14. Revisions to HW based on approvals and other factors.</p>	<ul style="list-style-type: none"> Revisions to HW for packages of cigarettes, little cigars, cigars/bidis, pipe tobacco, smokeless tobacco and other products. 	<p>Flexible date</p>
<p>15. Execution, Production of Materials</p>	<ul style="list-style-type: none"> Upon approval by HC, the Contractor must undertake the execution and production of the final art of materials as outlined in subsection 3.2.3. 	<p>Flexible date</p>
<p>16. Draft Final Report</p>	<ul style="list-style-type: none"> Upon approval by HC, the Contractor must prepare and submit both a colour hard copy and the electronic format of a draft Final Report and final photographs/images as outlined in subsection 3.2.3. 	<p>Flexible date</p>
<p>17. Final Report, Client Meeting Validation and Recommendations</p>	<ul style="list-style-type: none"> Upon approval by HC, the Contractor must finalize all deliverables and submit the Final Report to HC in both hard copy and electronic formats as outlined in subsection 3.2.3. 	<p>Upon completion date of this project</p>

***Dates are flexible and will be established as needed throughout the project, as they are dependent upon POR timelines, approvals and other factors.**

3.2 Specifications and Standards

3.2.1 Timelines

As the project moves forward, there may be periods of time where the service of the Contractor will not be required until POR and other steps and approval processes are completed. These steps are necessary to inform future revisions.

Currently, POR (focus groups) on Cigarette and Little Cigar packages is scheduled for late 2018 or early 2019. Additional POR on Cigarette and Little Cigar packages is expected to take place in the spring of 2019. Print-ready files in PDF format of HW mock-ups for cigarettes and little cigars will need to be provided approximately 4-6 weeks prior to the POR date. POR for the other tobacco products is expected to take place through an on-line survey in March 2019. Files in PDF format of HW mock-ups will need to be provided approximately 4 weeks prior to the POR date.

3.2.2 Design Specifications of HW

As a minimum, the resolution of the images and text shall be suitable for printing to a size of 90 cm².

3.2.3 HW Deliverables

Phase Reports

A report shall be submitted to the Health Canada Technical and Project Authorities after completion of each revision in both electronic (i.e. Secure FPT site or cloud storage) and true colour hard-copy, to the Health Canada Technical Authority and Project Authority in either English or French and include:

- Electronic (jpeg files at minimum 96 dpi) and colour hard copies of each HW with a designated number in accordance with the format specifications identified in subsection 3.1 of this SOW;
- Each HW theme(s);
- Signed Consent and Release forms (provided by Health Canada) as applicable.

Public Opinion Research online or print-ready files

Provide online or print-ready files (which mean the HW mock-ups displayed on the tobacco product packaging that is being tested) in PDF format with a five colour process (CMYK) approximately 4-6 weeks in advance of three (3) POR testing.

Draft Final Report

Upon approval by Health Canada, the Contractor must prepare and submit both a true colour hard copy and the electronic format of a draft final Report and final photographs/images. A colour hard copy of the draft final report must be provided in two (2) copies (binders) and in one electronic format (i.e. Secure FPT site or cloud storage, CD or DVD), in either English or French and include:

- All HW (both in electronic [at minimum 300 dpi resolution] and colour hardcopies) in accordance with the format specifications identified in subsection 3.1 of this SOW and state-of-the-art packaging design; and

- Each HW theme(s).

The draft final HW must be submitted separately from the report to the Project Authority and Technical Authority in both electronic (EPS, electronic post script at minimum 300 dpi and pdf formats) and hard copy formats.

For the electronic format, a copy (Secure FPT site or cloud storage, CD or DVD) of the files must be submitted to the Project Authority and Technical Authority; with files in, Adobe Photoshop (CS6), Adobe Illustrator (CS6) or InDesign (CS6) version Creative Cloud. Upon final approval of all HW, layered files must be provided to the Project Authority and Technical Authority.

For the electronic format, a copy (USB drives, CD or DVD) of the files must be submitted to the Project Authority and Technical Authority; with files in, Adobe Photoshop (CS6), Adobe Illustrator (CS6) or InDesign (CS6) version Creative Cloud.

Final Report, Client Meeting Validation and Recommendations

Upon final approval by Health Canada, the Contractor must finalize all deliverables and submit the Final Report to the Project Authority and Technical Authority in both hard copy and electronic format.

A colour hard copy of the Final Report must be provided in five (5) copies (binders) and in one electronic format (i.e. Secure FPT site or cloud storage, CD or DVD), in either English or French and include:

- All HW (in electronic [at minimum 300 dpi resolution] and colour hardcopies); and
- Each HW theme(s).

The final HW must be submitted to the Project Authority and Technical Authority in both electronic (EPS, electronic post script at minimum 300 dpi and pdf format) format suitable for producing high- quality printing on tobacco packaging hard copy format. All printing will use a four colour process (CMYK).

The final photographs/images must be submitted separately from the report to the Project Authority and Technical Authority in EPS at minimum 300 dpi resolution electronically. For the electronic format, a copy (Secure FPT site or cloud storage, CD or DVD) of the files must be submitted to the Project Authority and Technical Authority; with files in Adobe Photoshop (CS6), Adobe Illustrator (CS6) or Adobe InDesign (CS6) (version Creative Cloud). Layered files and all fonts of all HW must be provided to the Project Authority and Technical Authority.

All copies of the related photograph/image (i.e. library of images) files not selected as part of the final HW must also be submitted to the Project Authority and Technical Authority in electronic format (Secure FPT site or cloud storage, CD or DVD).

The final selected HW along with the corresponding signed Consent and Release forms (provided by Health Canada) must be submitted in a hard copy format (binder) to the Project Authority and Technical Authority.

3.3 Technical, Operational and Organizational Environment

Please refer to subsection 3.1 of the SOW.

3.4 Method and Source of Acceptance

All deliverables and services rendered are subject to inspection by the Project Authority. Should any deliverable not be to the satisfaction of the Project Authority, as submitted, the Project Authority will have the right to reject it or require correction before payment will be authorized.

If a message does not meet the requirements and/or if changes are required, a response will be sent by the Project Authority and/or the Technical Authority to the Contractor outlining the deficiencies and the necessary corrections the Contractor must rectify within the timeframe agreed with the Contractor of receiving the HW followed by resubmission to the Project Authority and Technical Authority for acceptance. Required correction of grammatical, spelling or factual information will not be counted as part of the revisions, but must be corrected by the Contractor nonetheless. POR testing conducted by Health Canada will occur and the Contractor will be informed of any required changes as a result of the testing. As necessary, the parties will meet in-person or via teleconference to discuss the directives in order to ensure that the requested revisions are clearly understood by the Contractor before any changes are made.

3.5 Reporting Requirements

The Contractor shall designate a person responsible for managing this project. The Contractor and the Project Authority and/or Technical Authority shall arrange a convenient weekly time for a brief status update and to discuss any issues relating to the work of this contract. The discussions can take place by phone or in-person. The Project Authority and/or Technical Authority may require the Contractor to provide a brief informal written status update on a bi-weekly basis (i.e., an email). Discussion times can be altered with agreement from both parties. Other meetings can be arranged on an ad hoc basis.

3.6 Project Management Control Procedures

Health Canada shall review all deliverables and provide timely feedback to the Contractor to ensure the Contract will be delivered on time, on budget and is of an acceptable quality. Health Canada shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment can be authorized. If required, meetings will be held between the Project and Technical Authorities and the Contractor to review progress against the work.

The main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

4. Additional Information

4.1. Authorities

The **Technical Authority** is the Health Canada representative responsible for all matters concerning the technical content of the Work under the Contract. Any proposed changes to the scope of the Work are to be discussed with the Technical Authority, but any resulting changes can only be confirmed by a Contract Amendment issued by the Contracting Authority. The Technical Authority will be identified in the Contract.

The **Project Authority** is the Health Canada representative responsible for all matters concerning the project management of the Work under the Contract. Any proposed changes to the scope of the Work are to be discussed with the Project Authority, but any resulting changes can only be confirmed by a Contract Amendment issued by the Contracting Authority. The Project Authority and/or the Technical Authority will be available to meet regularly with the Contractor to provide them with updates and feedback on the requirement. The Project Authority will be identified in the Contract.

4.2. Health Canada's Obligations

- Provide access to the Technical and Project Authorities, who will be responsible for coordinating the overall project, providing direction and guidance, as required, to the Contractor, and accepting and seeking approvals for deliverables on behalf of Health Canada;
- Monitor progress, give direction and provide timely feedback on deliverables;
- Provide access to relevant materials (as needed);
- Provide English and French text for each HW;
- Provide latest draft HW design templates, draft versions of HW and medical images;
- Provide model's Consent and Release forms;
- Provide picture and text (English/French) for testimonials to be developed into HW;
- Provide results from POR testing; and
- Provide other background material deemed relevant by the Project Authority.

4.3. Contractor's Obligations

The Contractor shall be responsible for the following:

- In relation to obtaining photographs of models taken by the Contractor, to be used in HW, the Contractor must:
 - Make best efforts to reflect the Canadian population (e.g. Caucasian, Middle Eastern, Aboriginal, African and Asian peoples), a mixture of demographic characteristics (such as male/female, and age) and to be in line with user profiles of the given product.
 - Plan, coordinate and undertake photo shoots;
 - Source and contract the model as necessary;

- Source medical equipment, when necessary; and
- Obtain signed Consent and Release forms as provided by Health Canada.

If the Contractor wants to use photographs/images from a third party in HW, the Contractor must contact the Project Authority and Technical Authority and be ready to provide a description of the photographs/images and location. The Contractor must also confirm with the owner(s) of the photographs/images that Health Canada can obtain necessary rights to (a) conduct POR using the photograph/image until December 31, 2020, and (b), if approved by Health Canada, use in HW and other social marketing campaigns targeting smokers or for other purposes related to the Department's mandate.

- The Contractor and the Project Authority and/or Technical Authority shall arrange a convenient weekly time for a brief status update and to discuss any issues related to this Contract. The discussions can take place by phone or in-person.
- Designate a person responsible for managing this project.

4.4. Location of Work, Work site and Delivery Point

The location of work is expected to be performed primarily at the Contractor's facilities and delivered to the Technical Authority and Project Authority. However, 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 Technical Authority, Project Authority and other departmental personnel.

4.5. Language of Work

The language of the work can be in English or in French, however, the HW must be provided in English and French as specified in section 3.0 of the SOW.

4.6. Special Requirements

The Contractor will ensure that they hold the necessary applications and software licenses (i.e. Adobe Photoshop [CS6], InDesign [CS6]) in order to execute the work set out in section 3.0 of the SOW.

The Contractor shall not use the original photograph/image file sets for any other purposes. All copies of the photographs must be provided to the Project Authority and Technical Authority electronically whether negatives or stored in a digital or other format by the Contractor. All related photographs (i.e. library of images) that will be taken for the purpose of new HW for tobacco product packaging will become the property of the Crown and must be transferred without any additional cost.

4.7 Insurance Requirements

The Contractor, sub-contractors and their employees assigned to the performance of any contract resulting from this RFP must obtain and maintain an appropriate level of professional liability insurance coverage.

Any insurance secured is to the benefit and protection of the Contractor and will not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Contract.

4.8 Travel and Living

No travel is expected as part of this contract.

5. Project Schedule

5.1. Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately 2 years commencing upon contract award. The expected completion date of this project is December 31, 2020.

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

It is understood by Bidders that the level of effort required throughout the Contract period will vary and is subject to the number of revisions that will be needed to complete each phase of the work, as well as the waiting periods (e.g., following testing through POR). In other words, as the project moves forward, there may be periods of time where the service of the Contractor will not be required until some steps and approval processes are completed, allowing the Project Authority to communicate the next set of directives to the Contractor. At such time, the Contractor must undertake any work in a timely manner as required until the project is completed.

5.3 Required Resources or Types of Roles to be Performed

The project will require a designated person, Project Manager, who will monitor and manage the entire project, as well as a Lead Designer who will oversee and coordinate the graphic work of the HW to its completion both with experience that involves graphic design

6. Applicable Documents and Glossary

6.1. Applicable Documents

Appendix 2 – Photographic samples of selected tobacco product packaging
Appendix 3 – Privacy Articles in the Performance of the Work

6.2. Relevant Terms, Acronyms and Glossaries

For the purposes of this Contract, the following definitions will be used:

Bidis refers to tobacco products from South-East Asia made from a mixture of granulated tobacco rolled into a dried non-tobacco leaf.+

Blunt wraps means a sheet, including one that is rolled, that is composed of naturel or reconstituted tobacco and that is ready to be filled.**

Cigarettes include any roll or tubular construction that contains tobacco and is intended for smoking other than a bidi, cigar, kretek, little cigar or tobacco stick.*

Cigarette tobacco means tobacco goods smoked in rolled form (e.g., cigars and cigarettes).+

Cigar means a roll or tubular construction intended for smoking, other than a little cigar, that contains a filler composed of natural or reconstituted tobacco, and that has a wrapper, or a wrapper and a binder, composed of natural or reconstituted tobacco.*

Contact information includes a toll-free pan-Canadian quitline number, cessation Web portal address and a call to action phrase found on the HW.

Crown means Her Majesty the Queen in Right of Canada, including departmental corporations as defined in the *Financial Administration Act*.

Health Information Message is a text and/or pictorial message that provides additional information about the health effects and hazards arising from the use of tobacco products and from their emissions, which focuses on the benefits of cessation and tips to help people quit. It is required under tobacco labelling regulations to appear on the inside or on a tobacco product package, or to be displayed on a leaflet inserted inside the package.

Health Warnings is a text and/or pictorial message that provides information about the health effects and hazards arising from the use of tobacco products and from their emissions. It is required under tobacco labelling regulations to appear prominently, such as on the front and back of most tobacco product packaging.

Kretek means an Indonesian cigarette which is aromatised with ground cloves. The proportion of cloves varies, but can be as high as 50:50 (also: *clove cigarettes*).+

Illustration is used to designate the visual component (e.g. photography, graphic, drawing, image) of the message.

Images refer to a visual representation of a tobacco related disease/condition, including photographs, graphic drawings and illustrations.

Little cigar means a roll or tubular construction that a) is intended for smoking; b) contains a filler composed of natural or reconstituted tobacco; c) has a wrapper, or a binder and a wrapper, composed of natural or reconstituted tobacco; and d) has a cigarette filter or weighs no more than 1.4 g, excluding the weight of any mouthpiece or tip. This includes any tobacco product that is prescribed to be a little cigar.**

Other tobacco products refer to various types of tobacco products for which a health warning is currently not required under tobacco labelling regulations.

Pipe Tobacco means a blend of tobacco smoked using a traditional pipe, normally taking the form of pressed (plug) or cut tobacco. (Not to be confused with waterpipe tobacco)+

Revision means changes in part or in whole of the message and/or illustration as directed by Health Canada. Examples of changes that constitute a revision include replacing or modifying the text/illustration or making changes to the layout of a label of a health warning. Excluded are changes that are performed to satisfy unmet requirements and revisions directives, corrections for grammatical, spelling or factual purposes.

Smokeless tobacco refers to various types of chewing tobacco (e.g. plug and twist tobacco) and to various types of tobacco products intended to be sucked on (e.g. snuff), and includes products from the Indian sub-continent for oral use (e.g., gutka).+

Snuff refers to the general term used to describe smokeless tobacco products that are made from fine particulate tobacco. The original way of consuming snuff was in the nose (nasal snuff) but today the largest quantities of snuff are consumed in the mouth (oral snuff, moist snuff).+

Text designates the body of the message made up of words.

Title designates the part of the message that is written in capital letters and large characters.

Tobacco product is defined as a product composed in whole or in part of tobacco, including tobacco leaves and any extract of tobacco leaves.

Tobacco product package or packaging refers to the container, receptacle or wrapper in which a tobacco product is sold at retail.

Toxic means substances (i.e., tar, nicotine, carbon monoxide, formaldehyde, hydrogen cyanide, benzene) that are potentially poisonous for tobacco uses, smokers and non-smokers.




*As defined in section 1 of *Tobacco Products Labelling Regulations (Cigarettes and Little Cigars)* made under the *Tobacco Act*.

**As defined in section 2 of the *Tobacco Act*.

+As defined in *Tobacco Encyclopedia*, Voges, 2000.

APPENDIX 2 – PHOTOGRAPHIC SAMPLES OF SELECTED TOBACCO PRODUCT PACKAGING

CIGARETTES

20's Flip Top	25's Slide and Shell	Cartons
		

LITTLE CIGARS

20's Flip Top


CIGARS



KRETEK

Packs of 20's	Cartons
A pack of Djarum Black 20 Kretek Clove Cigarettes. The pack is black with white and red text. It features a warning label at the top: 'WARNING CIGARETTES HURT BABIES' with a picture of a pregnant woman. Below the warning, it says: 'Tobacco use during pregnancy reduces the growth of babies during pregnancy. These smaller babies may not catch up in growth after birth and the risks of infant illness, disability and death are increased. Health Canada'. The brand name 'DJARUM BLACK' is prominently displayed in the center, with '20 KRETEK Clove Cigarettes' at the bottom.	A photograph of a green and white carton of Djarum Special Menthol cigarettes. The brand name 'DJARUM' is printed in large white letters on the green background. Below it, 'SPECIAL' and 'Menthol' are written. At the bottom of the carton, it says '10x20 KRETEK CLOVE CLASS 4 CIGARETTES' and 'Product of PTE (PT) Djarum Kudus - Indonesia'.

BIDIS

Bidis	Blunts
	



SMOKELESS TOBACCO (CHEWING TOBACCO)

Pouches	Can/Tin
 	

SMOKELESS TOBACCO (SNUFF)

Can	Wrapped	Bag
		

CIGARETTE TOBACCO

200g Tub/Can	50g Pouch
	

PIPE TOBACCO

50g Can and Pouch Pipe Tobacco



APPENDIX 3 – PRIVACY ARTICLES IN THE PERFORMANCE OF THE WORK**Interpretation**

In the Contract, unless the context otherwise requires,

"Personal Information" means information about an identifiable individual, as defined in section 3 of the *Privacy Act*, R.S. 1985, c. P-21;

"Record" means any documentary material, regardless of medium or form containing Personal Information.

The Contractor agrees to abide by the following articles in relation to privacy in the performance of the Work and to impose these articles, or articles no less favourable to Canada, upon any subcontractor engaged to perform the Work, or any portion of the Work, where Personal Information or Records will be created, collected, received, accessed, used, retained, disposed of or otherwise managed by the subcontractor.

Personal Information and Records

To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records and that Health Canada has control of the Records for purposes of the *Access to Information Act*, *Privacy Act* and other applicable laws. On request, the Contractor must make all the Personal Information and Records available to the Technical Authority immediately in a format acceptable to the Technical Authority.

Collection of Personal Information

The Contractor must only collect Personal Information that is required to perform the Work. Except in cases where the Technical Authority provides testimonials to the Contractor, the Contractor must collect the Personal Information from the individual to whom it relates.

The Technical Authority will provide a privacy notice that must be provided to model and/or medical image provider and a Consent and Release that must be used when collecting Personal Information. The Contractor must not make any changes to the privacy notice or the Consent and Release unless the Technical Authority first approves the change in writing.

At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the use and disclosure of his or her Personal Information, the Contractor must ask the Technical Authority for instructions.

Use and Disclosure of Personal Information and Records

The Contractor agrees to create, use and disclose the Personal Information and the Records only to perform the Work in accordance with the Contract.

The Contractor must treat the Personal Information and Records as confidential at all times in the performance of the Work. The Contractor must restrict access to the Personal Information and Records to ensure that only authorized individuals who require access to perform the Work are provided access.

Legal Requirement to Disclose Personal Information

Wherever legally possible, before disclosing any Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body or other authority with jurisdiction, the Contractor must immediately notify the Technical Authority, in order to provide the Technical Authority with an opportunity to participate in any relevant proceedings.

Location of Personal Information and Records

The Contractor agrees that all Personal Information and Records must be located in Canada and must be managed, accessed, controlled and recorded in Canada unless the Technical Authority otherwise consents in writing in advance. The Personal Information and Records must be segregated physically and logically from the Contractor's own information and Records.

Safeguarding Personal Information and Records

The Contractor must safeguard Personal Information and Records at all times in the performance of the Work by implementing administrative, physical and technical security measures that are reasonable to preserve the confidentiality, security and integrity of the Personal Information and Records. These measures must satisfy all requirements described in this Contract and the Statement of Work including compliance with any applicable privacy laws and any relevant Government of Canada directives, standards, guidelines, protocols and policies. These measures must also comply with industry best practice.

The Contractor must immediately notify the Technical Authority where it has reasonable grounds to believe that there has been a loss, theft or unauthorized access, use, disclosure, copying, modification or destruction of Personal Information or Records, or an incident that may jeopardize the security or integrity of Personal Information and Records. In the event of such an occurrence, the Contractor must immediately take all reasonable steps to resolve the problem and prevent its recurrence. The Technical Authority may direct the Contractor to take specified steps to resolve and prevent a recurrence.

Disposal and Return of Personal Information and Records

The Contractor must not dispose of any Personal Information or Record, except as instructed by the Technical Authority or as described in the Contract. On request by the Technical Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return any remaining Records (including all copies) to the Technical Authority.

Audit

The Technical Authority may audit the Contractor's compliance with these privacy articles at any time. If requested, the Contractor must provide the Technical Authority with access to its premises or that of a subcontractor and to the Personal Information and Records at all reasonable times. If the Technical Authority identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

Statutory Obligations

The Contractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's *Privacy Act*, *Access to Information Act*, R.S. 1985, c. A-1, and *Library and Archives of Canada Act*, S.C. 2004, c. 11. The Contractor agrees to comply with the requirements herein and any other requirement established by Canada that is reasonably required to ensure that Canada meets its obligations under these laws and any other applicable law.

The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it may have under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Technical Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes derogates from, prevents compliance with or conflicts with the Contract.

ANNEX "B"

BASIS OF PAYMENT

Schedule of Milestones	Estimated Delivery date*	Firm amount
<u>Task 1 & 2</u> - Initial Meeting – Overall project management, work plan and reporting - Design/Revisions of HW for Cigarettes and Little Cigars (total of up to 44 distinct HW) - Meeting/Validation via teleconference with HC staff	8 weeks after Contract Award	\$ _____
<u>Task 3</u> - POR print-ready files of all Cigarettes and Little Cigars HW for POR	4-6 weeks prior to POR (POR expected to take place early 2019)	\$ _____
<u>Task 4 & 5</u> - Design of HW templates for Cigars and Bidis Packaging - Design of HW for Cigars and Bidis Packaging (total of 10 distinct HW) - Meeting/Validation via teleconference with HC staff	12 weeks after Contract Award	\$ _____
<u>Task 6, 7, 8 & 9</u> - Design of HW for Pipe Tobacco (total of 10 distinct HW) - Design of HW templates for Smokeless Tobacco - Design of HW for Smokeless Tobacco (total of 10 distinct HW) - Design of HW for HW for Other Tobacco Products (total of 10 distinct HW) - Meeting/Validation via teleconference with HC staff (4)	14 weeks after Contract Award	\$ _____

<u>Task 10</u> - POR online files of HW for Cigar/Bidi, Pipe Tobacco, Smokeless Tobacco and other tobacco products	4 weeks prior to POR (POR expected to be conducted March 2019)	\$ _____
<u>Task 11</u> - Revisions to HW for Cigarettes and Little Cigars as a results of POR - Meeting/Validation via teleconference with HC staff	Flexible date	\$ _____
<u>Task 12</u> - Revisions to HW for Cigar/Bidi, Pipe Tobacco, Smokeless and Other Tobacco Products as a result of POR. - Meeting/Validation via teleconference with HC staff	Flexible date	\$ _____
<u>Task 13</u> - Size increase of HW for Cigars/Bidis, Pipe Tobacco and Smokeless Tobacco for POR testing	4 weeks prior to POR (POR expected to take place June 2019)	\$ _____
<u>Task 14</u> - Revisions to HW based on approvals and other factors	Flexible date	\$ _____
<u>Task 15 & 16</u> - Execution, Production of Materials Draft Final Report	Flexible date	\$ _____
<u>Task 17</u> - Final Report, Client Meeting Validation and Recommendations Draft Final Report	Upon completion date of this project	\$ _____



Subtotal (excluding GST/HST)		\$ _____
Estimated applicable taxes		\$ _____
TOTAL (including applicable taxes)		\$ _____

* The schedule provided by HC is an estimate. The exact dates are flexible and will be established as needed throughout the project, as they are dependent upon POR timelines, approvals and others factors.

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

1000204672

Security Classification / Classification de sécurité

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) / LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Health Canada		HECS/Tobacco Control Directorate	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Graphic design to assist the Tobacco Control Directorate in the development of labels for tobacco products.			
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	All NATO countries / Tous les pays de l'OTAN	No release restrictions / Aucune restriction relative à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Restricted to: / Limité à <input type="checkbox"/>	Restricted to: / Limité à <input type="checkbox"/>	Restricted to: / Limité à <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SC1 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Contract Number / Numéro du contrat
 1000204672
 Security Classification / Classification de sécurité
 unclassified

PARTIE A (OBLIGATIONS) / PARTIE A (OBLIGATIONS)

8 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité

9 Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
 Document Number / Numéro du document:

PARTIE B - PERSONNEL (SUPPLIERS) / PARTIE B - PERSONNEL (FOURNISSEURS)

10 a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
 Commentaires spéciaux

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10 b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PARTIE C - AFFILIÉS (SUPPLIERS) / PARTIE C - AFFILIÉS DE PROTECTION (FOURNISSEURS)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11 a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11 b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11 c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

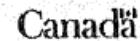
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11 d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11 e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
unclassified



PART C (continued) / PARTIE C (suite)
 For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes ont automatiquement saisi dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	Protected / Protégé			SECRET	TOP-SECRET / TRÈS SECRET	
										A	B	C			CONFIDENTIAL / CONFIDENTIEL
Information / L'Info Sensibilisation / Révisé Protection		✓													
IT Assets / Support IT IT Link / Lien informatique		✓													

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans le case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans le case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Gouvernement du Canada / Government of Canada

Contract Number / Numéro du contrat
1000 204672
Security Classification / Classification de sécurité
Unclassified

PARTIE 13 - ORGANISATION PROJET / PARTIE 14 - AUTORISATION				
13. Organization Project Authority / Chargé de projet de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Rula Flaxgold		Manager, Tobacco Labelling		<i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
613-948-9013		rula.flaxgold@canada.ca	Aug. 16, 2018	
14. Organization Security Authority / Responsable de la sécurité de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
David LW Wilson		Security Officer		<i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
204-298-0374	204-994-9100	david.wilson@canada.ca	22/5/18	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?				
				<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
Sherry Lafontaine		Senior Procurement Officer		<i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
613-941-2169		sherry.lafontaine@canada.ca	Oct 11 / 18	
17. Contracting Security Authority / Autorité contractante en matière de sécurité				
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature
				Saumur, Jacques O
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
			Digitally signed by Saumur, Jacques O Date: 2018.09.20 11:29:42 -0400	

TBS/SCT 350 103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canada

ATTACHMENT 1 to PART 4 OF THE BID SOLICITATION
BID EVALUATION CRITERIA
1.1.1 Mandatory Technical Criteria

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

<u>Attention Bidders:</u> 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	Cross Reference to bid (indicate page #)	Met (Yes/No)
MT1	<p>Corporate Experience:</p> <p>The Bidder must demonstrate they have completed a minimum of two (2) projects in the last five (5) years from the RFP closing date in which they had to source models for a client organization/company.</p> <p>In order to demonstrate this experience, the Bidder must provide for each project:</p> <ul style="list-style-type: none"> a) The name of the client organization or company to whom the services were provided; b) The project start and end date; c) Project Authority name, address, telephone number and E-mail if available. Reference checks may be completed at the sole discretion of the Crown; and d) A brief description of the services provided in sourcing of models. 		
MT2	<p>Project Manager Resource:</p> <p>The bidder must propose a designated Project Manager for this requirement.</p> <p>The resource proposed as the Project Manager must demonstrate they have completed a minimum of two (2) projects in the last five (5) years from the RFP closing date in which they managed the development of graphic design for product package labelling or promotional materials.</p>		



	<p>In order to demonstrate this experience, the Bidder must provide for each project a short summary (suggested to be one [1] page maximum per project) of completed relevant projects to demonstrate the experience.</p> <p><u>The summary of each project must include the following:</u></p> <ul style="list-style-type: none"> a) The name of the client organization or company to whom the services were provided; b) Project Authority name, address, telephone number and E-mail if available; c) Brief description of the services provided by the proposed resource and the type of product package labelling or promotional materials or similar work that were designed and produced to meet the requirement; d) The beginning and end date in which the services were provided; and e) The formats (e.g. pdf, jpeg, etc.) in which the final deliverables were produced. 		
<p>MT3</p>	<p>Lead Designer Resource</p> <p>The bidder must propose a designated Lead Designer for this requirement</p> <p>The resource proposed as the Lead Designer must demonstrate they have a minimum of four (4) projects in the last ten (10) years from the RFP closing date in which they were responsible for the development of graphic design for product package labelling or promotional materials. At least one (1) of these projects must involve bilingual messaging (French and English); and at least two (2) of these projects must have involved adaptation into multiple layouts and sizes.</p> <p>In order to demonstrate this experience, the Bidder must provide for each project a short summary (suggested to be one (1) page maximum per project) of completed relevant projects to demonstrate the experience.</p> <p><u>The summary of each project must include the following:</u></p> <ul style="list-style-type: none"> a) The name of the client organization or company to whom the services were provided; 		

	b) Project Authority name, address, telephone number and E-mail if available; c) Brief description of the services provided by the proposed resource and the graphic design for product package labelling or promotional materials or similar work that were developed to meet the requirement; d) The beginning and end date in which the services were provided; and e) The formats (e.g. pdf, jpeg, etc.) in which the final deliverables were produced.		
--	--	--	--

1.1.2 Point-rated Technical Criteria

#	Point-Rated Technical Criteria	Points allocated	Actual Score	Cross-Reference to bid (indicate page #)
RT1	<p>Designated Project Manager:</p> <p>Beyond the two (2) projects identified in support of MT2, the resource proposed as the Project Manager should have additional experience in the last five (5) years from the RFP closing date managing projects involving the development of graphic design for product package labelling or promotional materials.</p> <p>For each project listed, the Bidder should include a short summary (suggested to be one [1] page maximum per project) with the following information:</p> <ul style="list-style-type: none"> a) The name of the client organization or company to whom the services were provided; b) Project Authority name, address, telephone number and E-mail if available; c) Brief description of the services provided and the type of product 	3		



	<p>package labelling or promotional materials or similar work that were designed and produced to meet the requirement;</p> <p>d) The beginning and end date in which the services were provided; and</p> <p>e) The formats (e.g. pdf, jpeg, etc.) in which the final deliverables were produced.</p> <p>Points Allocation:</p> <p>One (1) point for each additional project, beyond the experience(s) identified in MT2, that meets this requirement up to a maximum of three (3) points overall.</p>			
<p>RT2</p>	<p>Lead Designer:</p> <p>Beyond the experience identified in support of MT3, the resource proposed as the Lead Designer should have additional experience in the last ten (10) years from the RFP closing date developing graphic design for product package labelling or promotional materials in English or in French or in both English and French.</p> <p>For each project listed, the Bidder should include a short summary with the following information:</p> <p>a) The name of the client organization or company to whom the services were provided;</p> <p>b) Project Authority name, address, telephone number and E-mail if available;</p> <p>c) Brief description of the services provided by the proposed resource and the graphic design for product package labelling or promotional materials or similar work that were developed to meet the requirement;</p> <p>d) The beginning and end date in which the services were provided; and</p> <p>e) The formats (e.g. pdf, jpeg, etc.) in</p>	<p>3</p>		



	which the final deliverables were produced. Points Allocation: One (1) point for each additional project, beyond the experience(s) identified in MT3, that meets this requirement up to a maximum of three (3) points overall.			
(Minimum Score = 4 points) Total:				/6