Health Canada / Santé Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9 Attn: Stephanie Cleroux Email: stephanie.cleroux@canada.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Health Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition à: Santé Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Health Canada / Santé Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

STRATEGY: MEASURING THE RETURN	ON INVESTMENT (ROI)
Solicitation No. – N° de l'invitation	Date
HC1000204385	November 12, 2018
Solicitation Closes at – L'invitation prend fin à	<i>Time Zone</i> Fuseau horaire
14:00 on / le – January 4, 2018 F.O.B F.A.B.	EST
F.O.B F.A.B.	
Plant-Usine: Destination:	Other-Autre: 🗌
Address Enquiries to: - Adresser to	utes questions à :
Name: Stephanie Cleroux Email: stephanie.cleroux@canada.ca	
Telephone – téléphone : 613-941-208	2
Destination – of Goods, Services, an Destination – des biens, services et	
See Herein – Voir ici	
Delivery required - Livraison exigée	
See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fourni	sseur/de l'entreprenet
Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	
Name and title of person authorized Vendor/firm	•
Nom et titre de la personne autorisé fournisseur/de l'entrepreneur	e à signer au nom du
(type or print)/ (taper ou écrire en ca	aractères d'imprimerie

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of Health Canada.

It is intended to result in the award of one (1) contract for duration of 18 months.

There is no security requirements associated with this RFP.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The <u>2003</u> (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 <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.

If your bid is transmitted by facsimile or mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

2.3 Former Public Servant

a. Information Required

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

b. 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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.C-8.

c. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

- (i) name of former public servant;
- (ii) 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 web sites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice</u>: <u>2012-2</u> (http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp) and the <u>Guidelines on the Proactive Disclosure of Contracts (http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676)</u>.

d. 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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

You are invited to submit electronic copies to <u>Stephanie.cleroux@caanda.ca</u> in either official languages (English or French) of both the Technical and Cost Proposals. The RFP Reference Number and the name of the Requirement must be in the subject line. Your proposal must be structured in the following manner:

Section I: one electronic copy of the Technical Bid; Section II: one electronic copy of the Financial Bid; and Section III: one electronic copy of the Certifications

Electronically submitted bids must contain three separate attachments, each of the sections must be addressed in separate PDF documents.

Failure to submit an electronic bid as requested will render the proposal non-compliant and will not be given further considerations.

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

Section I: four (4) copies of the Technical Bid; Section II: two (2) copies of the Financial Bid, contained in a <u>separate</u> sealed envelope. Section III: one (1) copy of the Certifications

To the following Address:

Health Canada Bid Receiving Unit Federal Records Centre Building, 161 Goldenrod Driveway (Loading Dock), Ottawa, Ontario K1A 0K9 **Attention: Stephanie Cleroux** RFP Reference Number: 1000204385 Email: <u>stephanie.cleroux@canada.ca</u> Hours of Operation: 07h30 to 16h30 (EST) Monday to Friday

Bid Receiving Unit Address is Solely for Delivery of Bids: The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

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

- **a.** Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid :
 - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and

- iv. Include a table of contents.
- b. Canada's Policy on Green Procurement: The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the <u>Policy on Green Procurement</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html</u>). To assist Canada in reaching its objectives, bidders are encouraged to :
 - i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

c. Submission of Only One Bid:

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

d. Joint Venture Experience:

i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- · Contracts all signed by A and B in joint venture, or
- · Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

i. Bid Submission Form: Bidders are requested to include the Bid Submission Form – Attachment "(X)" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the

Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- ii. Substantiation of Technical Compliance: The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment "3", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid this information can be referenced in the "Bidder's Response" column of Attachment "3", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iii. For Previous Similar Projects: Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions of the Resource Categories identified in Attachment "3". Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.
- iv. For Proposed Resources: The technical bid must include résumés for the resources as identified in Attachment "3". The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
 - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
 - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good

standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

- D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
- E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience

Section II: Financial Bid

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. Variation in Resource Rates By Time Period: For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - i. the rate bid must not increase by more than 5% from one time period to the next, and
- ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder

leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.4 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
 - i. **Requests for Clarifications**: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information**: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions Goods or Services Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.

iv. **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.1.1 Technical Evaluation

a. Mandatory Technical Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment "3" - Bid Evaluation Criteria.

b. Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment "3" - Bid Evaluation Criteria.

c. Reference Checks :

i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.

If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.

- ii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iii. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- iv. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of price - Bid

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1.

4.2 Basis of Selection

Basis of Selection – Highest Combined Rating of Technical Merit 80 % and Price 20 %

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PSi = LP / Pi \times 20$. Pi is the evaluated price (P) of each responsive bid (i).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): TMSi = OSi x 80. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

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4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: CRi = PSi + TMSi.

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

4.2.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 80/20 ratio of the technical merit and price, respectively.

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Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)				
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 80)	Pricing Score (LP/Pi x 20)	Combined Rating	
Bidder 1	120/135 x 80 = 71.11	50/60 x 20 = 16.66	87.77	
Bidder 2	98/135 x 80 = 58.07	50/55 x 20 = 18.18	76.25	
Bidder 3	82/135 x 80 = 48.59	50/50 x 20 = 20.00	68.59	

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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> 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 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

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

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PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>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.</u>

7.2.1 General Conditions

<u>2035</u> (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

<u>4006</u> (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground In-formation, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Cleroux Title: Senior Contracts and Procurement Officer Organization: Health Canada and the Public Health Agency of Canada Address: 200 Eglantine Driveway, Tunney's Pasture, Ottawa, Ontario, K1A 0K9 Telephone: 613-941-2082 E-mail address: <u>Stephanie.cleroux@canada.ca</u> 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:

The Technical Authority for the Contract will be named at contact award.

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

7.5.3 Contractor's Representative

Note to Bidders: The Contractor's Representative, the Technical Authority and contact information will be identified at the 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment – Firm Price - Services

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$_____. Customs duties are included and Applicable Taxes are extra.

7.7.2 Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract when all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.7.3 Limitation of Price

SACC Manual clause <u>C6000C</u> (2017-08-17) Limitation of Price

7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in the General Conditions.

The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

The Contractor must provide the original of each invoice to the following address:

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: <u>4006</u> (2010-08-16), Supplemental General Conditions Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2018-06-21); Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (i) the Contractor's bid dated _____,

7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual clause <u>A2001C</u> (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

7.14 Professional Services - General

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

- 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).
 - Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact

that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.15 Safeguarding Electronic Media

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.16 Representations and Warranties

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.17 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX "A"

STATEMENT OF WORK

THE FISCAL IMPACT OF THE FEDERAL TOBACCO CONTROL STRATEGY: MEASURING THE RETURN ON INVESTMENT (ROI)

1. **Scope**

1.1 Introduction

Health Canada is responsible for the implementation of the Government of Canada's Federal Tobacco Control Strategy (FTCS). The Tobacco Control Directorate (TCD) leads the FTCS on behalf of Health Canada, in collaboration with federal partners as well as provincial and territorial governments, which support regulatory, programming, educational and enforcement activities.

The FTCS was introduced in 2001 to achieve significant reductions in morbidity and mortality due to tobacco use. TCD has committed to assessing the fiscal impacts tobacco control policies in Canada and the return on investment (ROI) of the FTCS.

1.2 Objectives of the Requirement

The objective of the requirement is to calculate the return on investment (ROI) of the FTCS for the years 2001-2017. This analysis will build upon other work conducted by TCD, including simulation modelling of the impacts of tobacco control policies on future smoking, by investigating the fiscal benefits that accrue from reductions in smoking prevalence against the cost of implementing such policies.

The methodology developed to conduct this retrospective analysis will be used to update the fiscal success of new initiatives as they are implemented and support ongoing policy decisions regarding the implementation of the best 'value for money' programs in the future.

1.3 Background and Specific Scope of the Requirement

Tobacco use is one of the primary causes of preventable morbidity and mortality worldwide. In Canada, an estimated 45,464 deaths were attributable to smoking in 2012, with about half of these deaths (51.8 per cent) occurring in later years of life (75+ years) and more than three-quarters (77.6 per cent) among those 65 years and older. This included 26,610 deaths among males (or 58.5 per cent of all smoking-attributable deaths) and 18,853 deaths among females (or 41.5 per cent). These represented about 18.4 per cent of all deaths in Canada, or nearly one in five deaths in 2012. This means there were approximately 125 smoking-attributable deaths in Canada every day—more deaths than the sum of all deaths due to motor vehicle collisions, other external causes of accidental injury, intentional self-harm, and assault. Smoking-attributable mortality resulted in nearly 600,000 potential years of life lost in 2012, primarily due to malignant neoplasms, cardiovascular diseases, and respiratory diseases.

The total costs of tobacco use were \$16.2 billion, with indirect costs accounting for over half of total costs (58.5 per cent) and direct costs accounting for the remainder (41.5 per cent). Health care costs were the largest component of direct costs attributable to smoking, coming in at roughly \$6.5 billion in 2012. This included the costs associated with prescription drugs (\$1.7 billion), physician care (\$1.0 billion), and hospital care (\$3.8 billion). The federal, provincial, and territorial governments also spent \$122.0 million on tobacco control and law enforcement. The indirect costs related to smoking, which reflect production losses (i.e., foregone earnings) as a result of smoking-attributable morbidity and premature mortality were also estimated. These production losses amounted to \$9.5 billion overall, of which almost \$2.5 billion were due to premature mortality and \$7.0 billion were due to short- and long-term disability.

While significant progress has been made to reduce the number of Canadians who smoke, there is a need for continued and sustained national efforts to prevent smoking initiation and provide assistance to those who intend to quit tobacco use.

In 2001, the federal government implemented the FTCS. The long-term goal of the FTCS is to reduce tobacco-attributable disease and death among Canadians. In 2018, the FTCS was renewed and renamed Canada's Tobacco Strategy (CTS), but the goal of maintaining and enhancing the strategy to ensure it continues to be a comprehensive, integrated and sustained approach to tobacco control that includes research, policy, enforcement, legislative activities, and programming remains. The CTS is built on methods that have been used successfully in Canada and internationally, where comprehensive, integrated and sustained government action has been the key to success. The CTS is focused on all Canadians, but especially on high risk groups including youth, young adults, recent immigrants, and First Nations and Inuit people.

Canada's tobacco control environment has changed considerably since 2001. Among the general population in Canada there has been a shift in public attitudes towards tobacco use, and smoking is now at an all-time low. Since 2001, the role of fedral, provincial and territorial governments has expanded. In 2001 the federal government introduced graphic health warning messages to cigarette packages and in 2011 revised these regulations: introducing new health warning messages; expanding their coverage from 50% to 75% of cigarette and little cigar packages; and adding a toll-free pan-Canadian quitline number and web portal. In 2009, the federal government introduced the Cracking Down on Tobacco Marketing Aimed at Youth Act which aims to protect youth from tobacco marketing by: further restricting tobacco advertising in publications that may be viewed by youth; prohibiting the sale of cigarettes, little cigars and blunt wraps in packages fless than 20; and prohibitied flavours (as well as promoting these products as containing prohibited flavouts). In 2018, the Government approved legislation banning menthol from tobacco products, continuing its efforts to reduce the appeal of smoking to youth.

Recently Bill S5 – An Act to amend the Tobacco Act and the Non-smokers' Health Act and to make consequential amendments to other Acts – received Royal Assent. The Act also provides new regulatory authorities that will allow the Government of Canada to make new regulations to require plain and standardized packaging for tobacco products, as well as introduce new amendments aimed at developing a regulatory regime for vaping products.

Over the same period of time, provinces and territories have expanded their tobacco control policies. All provinces and territories have introduced legislation that restricts or prohibits smoking in all enclosed public places and work places (including bars and restaurants). Recently, many provinces have introduced legislation to ban flavours, including menthol, in tobacco products (Nova, Scotia, Alberta, New brunswick, Ontario, Quebec and Prince Edward Island).

The propose of this study will be to calculate the ROI on government investment in tobacco control. That is, this study will explore whether the benefits that acrue from reductions in smoking prevalence in the form of reduced mortality, morbidity and associated health care expenditures as well as increased revenue from income and sales tax, exceed government investment.

The contractor should calculate the ROI of the FTCS over the period 2001 to 2017 by using the following methodology or a similar approach:

- estimating the Present Discounted Value (PDV) of the economic benefits that acrue from reductions in smoking associated declines in smoking related morbodity and mortality;
- estimating the PDV of tobacco control expenditures under the FTCS; and
- calculating the Net Present Value (NPV) of government investment in tobacco control under the FTCS (PDV benefit – PDV costs).

2 REQUIREMENTS

2.1 Tasks, Activities and Milestones

The contractor will conduct a Return-on-Investment (ROI) analysis of the economic benefits that acrue from reductions in smoking associated with the declines in smoking related morbodity and mortality.

The consultant will be responsible to perform the following, but not limited to, tasks:

Tasks	Deliverables	Due Date
 1- Initial meeting: An initial start-up meeting will be held within 10 business days of contract award either at the Project Authority's facility in Ottawa or via teleconference, WebEx or other online meeting. The Project Authority, Departmental Representative and any other departmental officials deemed relevant by the Project Authority, will meet with the Contractors' Project Manager and any advisors the Contractor deems appropriate, to ensure a clear understanding of the project. At this initial meeting, participants will have to opportunity to discuss any methodological issues, data requirements or raise other concerns which need addressing in order to complete the analysis and prepare the final report. The goal of this meeting is to agree on the format of the ROI Framework document, including the specificity of the methodology to be used and the data requirements. 	 Format of framework document Determined methodology and data requirements 	Within 10 working days of contract award
 2- ROI Methodology Framework Document: The contractor is required to produce a document outlining the proposed methodology for completing this contract. The document will serve as the basis for a review of the draft and final report, to ensure all steps to complete the analysis and submit the final report are included. 	 ROI Methodology Framework Document 	March 1, 2019
 3- Data Collection and Analysis. The Contractor will conduct necessary literature reviews and collect relevant data (See section 2.3 Data Specifications) required to perform the analysis which will 	 Complete database and analysis 	N/A

Tasks	Deliverables	Due Date
provide an estimate of the ROI of the federal investment in tobacco control in Canada. The contractor is responsible for collecting all the necessary data.		
 4- Draft and Final Report. The Contractor will compile the results of ROI calculations in a single English analytical report (minimum 30 pages). The report must include: a title page; a table of content; an executive summary; a description of methodology; a description of methodology; a deatiled description of the data used; discussion of results; a conclusion; acknowledgements; and references The draft report will be reviewed by the Project Authority and comments provided. All comments must be addressed within 15 calendar days by the contractor. The final report will be presented in draft form and comments will be provided by the Project Authority within 15 calendar days. Once all comments have been addressed to the satisfaction of the Project Authority, the contractor will present a final report that will be deemed to have satisfied the requirements of this contract. 	 Draft and Final Report 	Draft: December 31, 2019 Final: March 30, 2020

2.2 Deliverables

The contractor will provide the project authority with the ROI Methodology Framework Document by March 1st 2019. The project authority will provide comments on the draft by March 15th 2019. The contractor will provide a draft report report on December 31st 2019 and the Project Authority will provide comments by January 30th 2020. A draft final report will be submitted by the contractor on March 1st 2020 and comments provided by the Project Authority to the contractor by March 15th 2020. A final report will be submitted no later than March 30th 2020.

2.3 Data Specifications

The Contractor will provide the Departmental Representative and Project Authority with:

- All calculations made (and discount rates used) in estimating the PDV, NPV and ROI of federal investment in tobacco control; and
- > Report must include a financial impact; and
- > Microsoft Excel file of all figures and tables included in the final report.

The project authority will provide the methodological criteria to obtain necessary information for the scan and to report the information obtained. The contractor will ascertain the best method for accessing information. The project authority will provide the contractor with a 'report template'. The contractor will use this template to complete the final report.

Draft and final reports will be submitted in English in Microsoft Word with a minimum 30 pages. The report must include: an executive summary; a description of methodology; a deatiled description of the data used; discussion of results; and conclusion. The report should also include a title page, a table of contents, acknowledgements and references.

2.4 Technical, Operational and Organizational Environment

A meeting one week after contract award will be held to review the report template, data tables and timelines.

The Project Authority will review and approve all deliverables submitted by the Contractor against the outlined tasks and deliverables noted in subsection 2.1, 2.2 and 2.3 of the SOW. Further, all work submitted by the Contractor will be subject to scrutiny and feedback by the TCD Management Performance Office.

2.5 Method and Source of Acceptance

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

2.6 Reporting Requirements

An electronic copy of a report outlining the accomplishments to date must be sent to the Project Authority on the first Wednesday of each month for the duration of the contract. Concerns regarding the meeting of timelines must be addressed in these electronic reports. If concerns are raised, the Project Authority will call a meeting with the contractor to review the issues and formulate an agreed upon plan of action aimed at resolving the issues.

2.7 Project Management Control Procedures

The individual identified in the proposal as the Project Authority will review the status report sent as specified in section 2.6 and address issues immediately that may impact the successful completion of the project within the agreed upon timeframe. The Project Authority agrees to abide by the timelines specified in section 2.1 regarding the timely delivery of comments to the contractor. The Project Authority is available at any time to discuss issues with the contractor to ensure successful completion of the project.

3 Additional Information

3.1 Authorities

3.1.1 Project Authority:

To be named at Contact Award.

3.1.2 Contracting Authority:

Stephanie Cleroux Senior Contracts and Procurement Officer Health Canada <u>Stephanie.cleroux@canada.ca</u>

3.2 Canada's Obligations

Health Canada shall:

- Provide access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.;
- Provide access to facilities and equipment (i.e. a workstation with a computer and associated equipment, etc.) as required;
- > Provide access to a staff member who will be available to coordinate activities;
- Ensure the availability of staff with whom the contractor may need to consult;
- > Schedule teleconferences and meetings, as required; and
- > Provide other assistance or support, as required.

3.3 Contractor's Obligations

The Contractor shall:

- Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.
- Keep all documents and proprietary information confidential;
- Provide all services as outlined in this Statement of Work;
- Return all materials belonging to Health Canada upon completion of the contract;
- Submit all written reports in hard copy and electronic format as specified in section 2.5;
- > Participate in teleconferences, as needed; and
- Attend meetings with Health Canada either in person, via Webex online, or via teleconference as required.

3.4 Location of Work, Work site and Delivery Point

The work will be conducted at the Contractor's premises.

3.5 Language of Work

The Work and all associated deliverables will be in English.

3.6 Insurance Requirements

The Contractor must obtain and maintain an appropriate level of professional liability insurance coverage.

4 **PROJECT SCHEDULE**

4.1 Expected Start and Completion Dates

The work will be perfomed from contract award to March 30, 2020 inclusively.

4.2 Schedule of Milestones

Task	Deliverable date
Start date – first meeting	Within 10 days of awarding contract
ROI Methodology Framework Document	March 1, 2019
Draft Report	Novemeber 30, 2019
Draft Final Report	March 1, 2020
Final Report	March 30, 2020

ANNEX B

BASIS OF PAYMENT

The Contractor will be paid a firm price in accordance with the Milestone schedule below:

ltem number	Milestone	Firm Price
1-	Initial meeting	
2-	ROI Methodology Framework Document(s)	
3-	Data Collection and Analysis	
4-	Draft and Final Report	

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

ANNEX C

BASIS OF SELECTION

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria.

The Method of Selection to issue the resulting Contract is the technically responsive proposal that obtains the highest combined rating of technical merit and price and will be calculated as indicated in Supplier Selection Method below.

1.1 SUPPLIER SELECTION METHOD

The contractor will be selected on the basis of the highest responsive combined rating of technical merit and price. The total proposal rating of each proposal will be calculated as follows:

Rating of Technical Proposal

<u>Total Technical Points</u> X **80 points** Maximum Technical Points

Rating of Financial Proposal

Lowest Total Estimated Cost of all Technically Compliant Bidders X **20 points** All other Total Estimated Cost of Individual Supplier bids

Total Proposal Rating

Total Proposal Rating = Technical rating + Financial Rating

W

ATTACHMENT 1

PRICING SCHEDULE

Suppliers are to populate this table and submit as the Financial Proposal of their bid. This will be used to evaluate the financial proposal in accordance with the Basis of Selection under Annex C.

Contract	Period			
Contract	award to March 31, 2020			
	(B)	(C)	(D)	(E)
ltem Number	Milestone	Firm Price	HST	Total Cost (C x D)
1	Initial meeting	\$	\$	\$
2	ROI Methodology Framework Document(s)	\$	\$	\$
3	Data Collection and Analysis	\$	\$	\$
4	Draft and Final Report	\$	\$	\$
	Total Price Initial Contract Period			\$ <tbd></tbd>

ATTACHMENT 2

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BID SUBMISSION FORM

BID SUBMISSION FORM			
Bidder's full legal name			
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name		
evaluation purposes (e.g., clarifications)	Title		
	Address		
	Telephone #		
	Fax #		
	Email		
Bidder's Procurement Business Number (PBN)			
[see the Standard Instructions 2003]			
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)			
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?		
See the Article in Part 2 of the bid solicitation entitled Former Public Servant			
for a definition of "Former Public Servant".	Yes No If yes, provide the information required by the Article in		
	Part 2 entitled "Former Public Servant"		
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?		
	Yes No	o	
		the information required by the Article in "Former Public Servant"	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:			
1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;			
2. This bid is valid for the period requested in the bid solicitation;			
3. All the information provided in the bid is complete, true and accurate; and			
	4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder			

ATTACHMENT 3

BID EVALUATION CRITERIA

Failure to comply with the following instructions <u>will</u> render the technical proposal non-compliant. Technical Proposal:

General

- Projects must be specific to the criteria and copying/pasting the criteria does not demonstrate experience.
- Work experience gained as part of an educational program will not be considered except for experience gained through a formal co-operative program at a post-secondary institution.
- Bidders <u>MUST</u> account for all overlapping projects and ensure that the level of work effort is accurate.

Evaluation Grids (Mandatory and Point-Rated)

- Bidders must provide the following information in their technical response to the technical evaluation criteria:
 - Project #
 - Client Organization/Project Name
 - Duration (month/year to month/year)
 - Total level of work effort (# years/# months)

Résumé:

For each project that is cited as experience within the technical proposal, the following information must be identified on the proposed resource's résumé:

- The name of the client organization (to whom the services were provided);
- A brief description of the type and scope of services that meets the identified criteria provided by the resource;
- The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work); and
- A description of the work as it relates to the stated mandatory or point-rated criteria.
- For work experience to be considered, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position.

Validation of Information:

Canada reserves the right to validate any or all of the information supplied by the bidder from the supplied project reference(s) prior to contract award and will document the responses and results of the Mandatory project references.

Canada reserves the right to interview all candidates required to validate the Mandatory Criteria and/or to adjust the points assigned in the Point-rated Criteria.

The candidates will be given 48 hours advance notice of the time and place of the interview.

The interview is expected to take no more than 45 minutes in duration.

The questions will relate to the information presented in the Technical Proposal and résumé of the proposed resource as it relates to the Evaluation Criteria and the Statement of Work.

Use of Information by the Contractor

All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by the Crown shall be used solely in support of this requirement. The Contractor shall be required to secure it from unauthorized use and shall not release it to any third party, person or agency external to Canada without the express written permission of the Project Authority. Such material(s) shall be returned to the Project Authority upon completion of each tasking or when requested by the Project Authority.

INSTRUCTIONS

Bidders <u>MUST</u> respond to the following mandatory evaluation criteria IN THE ORDER SHOWN.

1.0 MANDATORY FINANCIAL EVALUATION GRID:

Criteria #	THE FISCAL IMPACT OF THE FEDERAL TOBACCO CONTROL STRATEGY: MEASURING THE RETURN OF INVESTMENT (ROI)	
	Mandatory Financial Criteria	
MF1	The Financial proposal must not exceed \$175,000.00 excluding applicable taxes. Financial Proposals that exceed that threshold will be considered non-compliant.	

*****Note to Bidders:** In response to this criterion, the technical evaluation should only indicate that this is met. Do not provide the cost of the proposal with this technical criterion or your proposal will be deemed non-compliant***

2.0 MANDATORY TECHNICAL EVALUATION GRID:

FOR THE PURPOSE OF THIS EVALUATION:

Health Canada will consider those Government of Canada Departments listed under the Science Portfolio at <u>https://www.canada.ca/en/shared-services/corporate/partner-organizations/portfolio.html</u> as "science-based and/or health care sector clients" as well as any private sector organization whose core mandate is to support these industries e.g. hospitals, pharmaceutical companies, science/engineering faculties within academia.

Criteria #	THE FISCAL IMPACT OF THE FEDERAL TOBACCO CONTROL STRATEGY: MEASURING THE RETURN ON INVESTMENT (ROI) Resource Mandatory Criteria	Required Supporting Information
MT1	The Bidder must provide the name and a detailed c.v. of the proposed team of consultants that will be dedicated resources of the project. As a minimum, the team must be comprised of the following:	Provide names and c.v.'s of the proposed team of consultants.
	1- Project Manager/Leader	
MT2	The Bidder must demonstrate in their proposal that the proposed Project Manager/Leader has a minimum of seven (7) years professional work experience within the last ten (10) years conducting and/or managing field research specific to undertaking a fiscal impact/return on investment of a large scale Government (International, Federal and/or Provincial/State) intervention.	Provide examples of projects for which the proposed resource has professional work experience conducting field research specific to undertaking a fiscal impact/return on investment of a large scale Government (International, Federal and/or Provincial/State) intervention.
	 For the project cited, the following information <u>must</u> be identified on the proposed resource's résumé: a) The name of the client organization (to whom the services were provided); b) A brief description of the type and scope of services that meets the identified criteria provided by the resource; c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work). 	
	 The following parameters should be provided for each of project references: The name, title, telephone number and email address of the Project Authority (Note that the Project Authority must be a representative of the organization who is formally appointed by the organization to manage a project with specific accountability for achieving defined project objectives within allocated resources); 	
MT3	The Bidder must demonstrate in their proposal that any additional proposed resource(s) has a minimum of five (5) years professional work experience within the last ten (10) years conducting field research specific to undertaking a fiscal impact/return on investment of a large scale Government intervention.	Provide examples of projects for which the proposed resource has professional work experience conducting field research specific to undertaking a fiscal impact/return on investment of a large scale Government intervention.

	 For the project cited, the following information <u>must</u> be identified on the proposed resource's résumé: a) The name of the client organization (to whom the services were provided); b) A brief description of the type and scope of services that meets the identified criteria provided by the resource; c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work). The following parameters <u>should</u> be provided for each of project references: The name, title, telephone number and e- mail address of the Project Authority (Note that the Project Authority must be a representative of the organization who is formally appointed by the organization to manage a project with specific accountability for achieving defined project objectives within allocated resources); 	
MT4	 The Bidder must provide in their proposal a detailed technical document outlining their Approach and Methodology in relation to the SOW that includes the following: 1- The general approach which will be undertaken for the work; 2- The proposed methodology for the work and whether this methodology has ever been deployed by the Bidder; 3- The work plan and project schedule cross referencing against the tasks in the SOW under section 2.1 Tasks, Activities and Milestones; and 4- The Performance and Quality Approach that will be undertaken in the performance of the work. 	Provide the technical document outlining the Approach and Methodology in relations to the SOW.

3.0 POINT-RATED EVALUATION CRITERIA

INSTRUCTIONS

Bidders <u>MUST</u> respond to the following mandatory evaluation criteria IN THE ORDER SHOWN. Any proposal which fails to achieve an overall minimum technical rating of 60% will be eliminated from further consideration.

FOR THE PURPOSE OF THIS EVALUATION:

1. Bidders MUST use the attached evaluation grid below to reference supporting documentation, including but not limited to CVs with detailed descriptions of tasks/activities performed, the timeframe in which those task/activities were completed, Diplomas, and/or Degrees, which clearly demonstrates compliance with each of the stated mandatory and rated criteria.

2. Health Canada will consider those Government of Canada Departments listed under the Science Portfolio at https://www.canada.ca/en/shared-services/corporate/partner-organizations/portfolio.html as "science-based and/or health care sector clients" as well as any private sector organization whose core mandate is to support these industries e.g. hospitals, pharmaceutical companies, science/engineering faculties within academia.

3.0 POINT RATED EVALUATION GRID

Criteria #	THE FISCAL IMPACT OF THE FEDERAL TOBACCO CONTROL STRATEGY: MEASURING THE RETURN ON INVESTMENT (ROI) Point Rated Technical Criteria	Required Supporting Information	Max Points
PR1	The Bidder should demonstrate in their proposal that the proposed Project Manager/Leader has professional work experience conducting and/or managing conducting and/or managing field research specific to undertaking a fiscal impact/return on investment of a large scale Government (International, Federal and/or Provincial/State) intervention.	Provide examples of projects for which the proposed resources have demonstrate professional experience as requested.	
	7 - 8 years = 5 points >8 - 9 years = 10 points >9 – 10 years = 15 points > 10 years = 20 points		
	For the project cited, the following information must be identified on the proposed resource's résumé:		20 points
	 a) The name of the client organization (to whom the services were provided); b) A brief description of the type and scope of services that meets the identified criteria provided by the resource; c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work). 		
	The following parameters should be provided for each of project references:		
	 The name, title, telephone number and e- mail address of the Project Authority (Note that the Project Authority must be a representative of the organization who is formally appointed by the organization to manage a project with specific 		

	accountability for achieving defined project objectives within allocated resources);		
PR2	 The Bidder should demonstrate in their proposal that the proposed Project Manager/Leader has professional work experience within the last five (5) years, developing high level market summary based on retail survey findings where they were required to analyze data from large scale interventions for a science based and/or health care sector client. 1 projects = 2 points 2 projects = 4 points 3 projects = 4 points 3 projects = 6 points 4 projects = 8 points 5 projects = 10 points For the project cited, the following information must be identified on the proposed resource's résumé: a) The name of the client organization (to whom the services were provided); b) A brief description of the type and scope of services that meets the identified criteria provided by the resource; c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work). The following parameters should be provided for each of project references: o The name, title, telephone number and e- mail address of the Project Authority (Note that the Project Authority must be a representative of the organization who is formally appointed by the organization the manage a project with specific accountability for achieving defined project objectives within allocated resources); 	Provide examples of projects for which the proposed resources have demonstrate professional experience as requested for a science-based and/or health care sector client. Health Canada will consider those Government of Canada Departments listed under the Science Portfolio at https://www.canada.ca/en/shared- services/corporate/partner- organizations/portfolio.html as "science-based and/or health care sector clients" as well as any private sector organization whose core mandate is to support these industries e.g. hospitals, pharmaceutical companies, science/engineering faculties within academia.	10 points
PR3	 In addition to MT5, the Bidder's technical document outlining their Approach and Methodology should describe how they meet the objectives and tasks identified in the SOW under section 2.1, 2.2 and 2.3. Addresses and exceeds as outlined in the Statement of Work = 20 points 		20 points

ATTACHMENT 4

BID CERTIFICATION

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Date

Print name of authorized individual & sign above

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above Date

4. CERTIFICATION OF LANGUAGE – ENGLISH ONLY

The Contractor certifies that the proposed resource(s) in response to this work is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date