



A.1 ELECTRONIC BID SUBMISSION

Attention: Cathy Jones, MAMD
 E-mail: Cathy.jones@canada.ca

OR

Health Canada Bid Receiving Unit
 161 Goldenrod Driveway, Tunney's
 Pasture, Loading dock of building #18,
 Ottawa, ON, Canada
 K1A 0K9

Attention: Cathy Jones
 Telephone : (613) 941-2054
 Solicitation # : 1000210561

Request for Standing Offer (RFSO)

for

The Performance of the Work described in
 Annex A – Statement of Work

A2. RFSO AUTHORITY

The Authority for this RFSO is:

Cathy Jones
 Senior Procurement & Contracting Officer
 Materiel and Asset Management Division
 Chief Financial Officer Branch
 Ottawa, ON

Telephone: 613-941-2054
 E-mail: cathy.jones@canada.ca

**THIS STANDING OFFER DOES NOT
 CONTAIN A SECURITY REQUIREMENT**

A3. TITLE Chemical Analysis of Air Samples	
A4. OFFER CLOSING DATE January 14, 2020	
A5. SOLICITATION NUMBER 1000210561	A6. ISSUE DATE December 02, 2019
A7. ENQUIRIES All enquiries must be submitted in writing to the designated RFSO Authority identified in A2 by no later than fifteen (15) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
A8. APPLICABLE LAWS In accordance with G11.3, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada.	
A9. OFFER SOLICITATION DOCUMENTS The RFSO is divided into eight (8) parts as follows: 1. Part 1 – General Information 2. Part 2 – Offeror Instructions 3. Part 3 – Offer Preparation Instructions 4. Part 4 – Evaluation Procedures 5. Part 5 – Certifications 6. Part 6 – Security and Financial Requirements 7. Part 7 – Standing Offer and Resulting Call-up Clauses 8. Annexes Annex A – Statement of Requirements Annex B – Basis of Payment Annex C – Certificates Annex D -- Security	
A10. OFFER DELIVERY Offers must be received by no later than 14:00 (2 p.m) on January 14, 2020 (Eastern Daylight time). Offers received after the closing date and time (referred to as the "Closing Date") will be considered non-responsive.	
A11. OFFER VALIDITY Offers will remain valid for a period of one hundred and twenty (120) calendar days following the Closing Date.	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Certifications, and Security clauses, if applicable.

1.2 Summary

The objective of this RFSO is to establish a competitively awarded Standing Offer (SO) to facilitate the on-going requirement to provide chemical analysis of air samples.

The period of the SO will be for two (2) years commencing from award of the Standing Offer.

Option Period:

The SO Holder hereby grants to Health Canada the irrevocable option to extend the terms of the SO for up to two (2) additional one (1) year periods, under the same terms and conditions. Health Canada may exercise this option at any time by written notice to the SO holder at least 30 calendar days prior to the SO expiry date or any extension thereof.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

1.3 Security Requirements

There is no Security Requirement

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offer process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

[Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements \(2019-03-04\) 2006](#) are incorporated by reference into and form part of the RFSO

2.2 Submission of Offers

Offers must be submitted to Cathy Jones by the date and time indicated on page 1 of the Request for Standing Offers, via email or as a hard copy to the Health Canada Bid Receiving Unit by the date, time and place indicated in the RFSO. See Part 3 – Offeror Preparation Instruction, 3.1 Offer Preparation Instructions.

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 FPS, offerors must provide the information required in Annex "C", "Certifications" before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

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.

See Annex "C", "Certifications" for more information.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES NO

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

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

By providing this information, Offerors agree that the successful Offeror'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

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES or NO

If so, the Offeror 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Bids submitted by e-mail must be structured in the following manner:

- One (1) electronic copy of a Covering Letter, signed by an authorized representative of the Offeror;
- One (1) electronic copy of the Technical Offer;
- One (1) electronic copy of the Certifications – refer to Part 5 and Annex “C”,
- One (1) electronic copy of Financial Evaluation, contained in a separate file/attachment – refer to Part 6 – Security & Financial Evaluation

You are invited to submit electronic copies in either official language (English or French). The RFP Reference Number and the title of the Requirement must be in the subject line of your email. It is the responsibility of the bidder to ensure its bid arrives on time and that includes allowing sufficient time for its e-mail and attached files to pass through Health Canada’s firewall.

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

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

Alternatively, if the proposal is greater than 20mb then the offer submission can be delivered on a USB stick or CD to the address below and an email shall be sent to the RFP Authority (found on page 1) stating it has been sent by courier. You must send an email to the RFP Authority to ensure your bid will be included for this requirement. The RFP Reference Number and the name of the RFP Authority must be marked on all documents, binders and respective envelopes. If you wish to submit hard copies, then your proposal must be structured in the following manner:

- one (1) Covering Letter, signed by an authorized representative of your firm;
- three (3) copies of the Technical Offer;
- one (1) copy of Certifications (Part 5) and;
- one (1) copy of the Financial Evaluation (Part 6), contained in a separate sealed envelope.
No price or cost information should appear in any other section of the offer. Failure to provide the Financial Evaluation in a separate envelope will render an offer non-responsive.

At the following address:

Health Canada Bid Receiving Unit
161 Goldenrod Driveway, Tunney’s Pasture
Loading dock of building #18,
Ottawa, ON, Canada
K1A 0K9

The Bid Receiving Unit is open between 7:30 p.m. and 4:30 p.m. EDT Monday to Friday.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

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

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed below in Part 6 – Financial Evaluation. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Annex “C”, Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

The Technical Proposal shall first be evaluated on the basis of the Mandatory Requirements (see Section 4.1.1.1) If the Bid meets all the Mandatory Requirements, the Technical Proposal shall be evaluated on the basis of the Point-Rated Requirements (see Section 4.1.1.2).

The Technical Proposals must achieve an overall minimum of 70% on the Points-Rated Requirements to be considered responsive. Bids not meeting the minimum required points shall be deemed non-responsive and given no further consideration.

Only those Technical Proposals which are compliant with all Mandatory Requirements and then achieve or exceed an overall minimum of 70% shall be further evaluated on the basis of the Bidder's Financial Proposal.

Evaluation in response to these criteria is based on a "rules of evidence" approach. That is, the Health Canada Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder's submitted Technical and Financial Proposals, and NOT on any prior knowledge or experience with the Bidder or the Bidder's work. It is therefore the Bidder's responsibility to ensure his/her proposal is complete, clear, and provides sufficient detail to allow Health Canada to evaluate it on the basis of the evaluation criteria.

4.1.1.1 Mandatory Technical Criteria:

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

Proposers must meet **all** the Mandatory Requirements for their stream, as described below, and will be evaluated as either Yes or No. Proposals not receiving a **Yes** for any mandatory requirement will **not** be considered further.

It is the responsibility of the Offeror to ensure that their Technical Proposal meets ALL of the Mandatory Requirements as outlined in the table below, providing references to page(s) in their Technical Proposal that confirms their compliance.

Chemical analysis of aldehydes (formaldehyde, and acetaldehyde) collected using 2,4-dinitrophenylhydrazine (DNPH) passive badges.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.			
Criteria	Page #	Yes	No
<p>M1. Instrumentation Resources:</p> <p>The bidder must be equipped with two functioning High Performance Liquid Chromatographs (HPLC): one for analyses and one for backup. These resources must be clearly defined and evidenced by the inclusion of the make and model details within the proposal.</p> <p>Health Canada reserves the right to verify the suitability and operational function of equipment dedicated to this project.</p>			
<p>M2. Accreditation:</p> <p>The Bidder must be accredited by the Canadian Association for Laboratory Accreditation (CALA), or the American Industrial Hygiene Association (AIHA) under the Industrial Hygiene Laboratory Accreditation Program (IHLAP), or equivalent. The Bidder's facility must comply with the ISO/IEC 17025 Standard, General Requirements for Competence of Testing and Calibration Laboratories. Copies of all accreditations must be included in the Bidder's proposal.</p>			
<p>M3. Personnel:</p> <p>The Bidder must provide the following within their proposal:</p> <ul style="list-style-type: none"> a) The Bidder must provide resumes/CVs for all key personnel (including backups) being proposed. b) The Bidder must identify a Project Manager, Technical Analyst(s) (resource operating the instruments) and Quality Assurance Officer, along with at least one backup resource for each position. c) The Project manager and each backup resource must have at least five (5) years' experience within the last ten (10) years with project management in a laboratory setting. d) The bidder must clearly define their years of experience and ensure that all dates include both months and years. e) The Quality Assurance Officer, Technical Analyst(s) and each remaining team member in this Stream must have three (3) years within the last ten (10) years with the extraction and analyses of formaldehyde and acetaldehyde from air samples collected using 2,4-dinitrophenylhydrazine (DNPH) passive samplers. The bidder must clearly define their years of experience and ensure that all dates include both months and years. 			

<p>M4. Quality Assurance/Quality Control: (QA/QC)</p> <p>The Bidder must provide data from two (2) projects that demonstrate that the laboratory has met the following QA/QC criteria for analysis of formaldehyde and acetaldehyde using 2, 4-dinitrophenylhydrazine (DNPH) passive badges. Each project must have a minimum of 200 samples and have been conducted with in the last 5 years.</p> <ul style="list-style-type: none"> a) Method detection limits for 24-hour samples that are $\leq 40\text{ng/sample}$ for both formaldehyde and acetaldehyde. b) Lab standardizations are within 10% of certified standard limits. c) Two (2) internal standard agents are included in each extract, to serve as markers of instrument performance (internal standards within 20% relative standard deviation). d) Multipoint calibrations are performed with standard solutions with each batch of samples. Calibration requires at least five (5) points above blank levels for valid statistical linear regression. e) Report the desorption efficiency (%), uncertainty (%) and minimum reporting limit. 			
<p>M5. Bidder/Laboratory:</p> <ul style="list-style-type: none"> a) Because there must be no risk of the samples being opened for inspection during shipping and transportation, they cannot cross international borders. Therefore, the contractor must have the testing facility in Canada. b) The Bidder must have five (5) years of experience within the last ten (10) years with the extraction and analyses of formaldehyde and acetaldehyde from air samples collected using 2, 4-dinitrophenylhydrazine (DNPH) passive badges. Bidder must ensure that the dates (including months and years) demonstrating their years of experience are clearly defined. c) The laboratory must be capable of a turn-around time of 30 days from time the samples are received from Health Canada (reporting within 90 days). The proposal must indicate that this turn-around time can be met by providing up to two (2) examples of previous work (each project must have a minimum of 200 samples), showing date of samples received, samples analysed, and results reported d) The location of the laboratory providing the service as outlined within this Stream, must be within distance to be able to receive samples cold, by courier delivery within 24 hours of Health Canada shipping them from Ottawa, Ontario. The proposal must demonstrate that this delivery time can be met by providing up to two (2) examples of previous work evidencing this or courier service documentation demonstrating that this is feasible. 			

4.1.1.2 Point Rated Technical Criteria

Method of Evaluation

A proposal with a score less than 70 % for Technical compliance as a whole will be considered non-responsive for that stream, and eliminated from the competition.

It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the Health Canada Evaluation Committee to evaluate the Bidder's proposal.

The chemical analysis of aldehydes (formaldehyde and acetaldehyde) collected using 2,4-dinitrophenylhydrazine (DNPH) passive badges.

Criteria	Page #	Points allocated for the criteria	Score
<p>R1. Company Experience:</p> <p>The bidder's experience will be measured as described below:</p> <p>a) The Bidder has demonstrated within their two submitted projects (as per Mandatory criteria M4 QA/QC), their experience in analysing formaldehyde and acetaldehyde in air samples collected using 2,4-dinitrophenylhydrazine (DNPH) passive badges. Each project will be assessed by providing details of the experience level (5 points), as well as the scope (2.5 points) and complexity (2.5 points) to this requirement for a maximum of 10 points per project.</p> <p>An additional 5 points per project will be awarded if the project involved the extraction and analysis of Umex 100 devices used for collecting formaldehyde and acetaldehyde.</p> <p>Total points for this requirement are 15 points per project, up to a maximum of 30 points total. Details should include the methods used inclusive of sample receipt, preparation and analysis with QA/QC techniques.</p>		30	
<p>b) The Bidder has demonstrated their previous experience (as per Mandatory Criteria M5 Bidder/Laboratory) with the extraction and analysis of 2,4-dinitrophenylhydrazine (DNPH) passive badges used for collecting formaldehyde and acetaldehyde, over five (5) years within the last ten (10) years.</p>		10	

<p>(2 points will be awarded for each year of experience over and above the mandatory five (5) years required by M5, up to a maximum of 10 points)</p>			
<p>R2. Experience of personnel:</p> <p>The following criteria will be measured based on experience:</p> <p>a) The Project Manager (including up to two backups) has a minimum of five (5) years experience within the last ten (10) years with project management in a laboratory setting.</p> <p>For each proposed Project Manager and backup(s): 1 point will be awarded for each year of experience over and above the mandatory five (5) years required by Mandatory Criteria M3, up to 5 points per resource.</p> <p>Up to a maximum of 15 points in total for a Project Manager and two backups.</p>		15	
<p>b) The Quality Assurance Officer, Technical Analyst and their backups, have the mandatory minimum of three (3) year experience within the last ten (10) years with the extraction and analyses of formaldehyde and acetaldehyde from air samples collected using 2,4-dinitrophenylhydrazine (DNPH) passive badges .</p> <p>For each proposed Quality Assurance Officer and backup(s): 1 point per year over and above the mandatory three (3) years (as required by Mandatory criteria M3 Personnel), up to 3 points per resource.</p> <p>Up to a maximum of 9 points in total for a Quality Assurance Officer and two backups.</p> <p>For each proposed Technical Analyst (TA) and backup(s): 1 point per year over and above the mandatory three (3) years (as required by Mandatory criteria M3 Personnel), up to 3 points per resource.</p> <p>Up to a maximum of 9 points in total for a TA and two backups.</p>		18	
<p>R3. Work Plan:</p> <p>The Bidder must provide a proposal that outlines a work plan to complete the work such as that outlined in this RFP, and will be assessed based on the level of detail provided as follows:</p>		20	

<ul style="list-style-type: none"> • Scheduling of work and provision of realistic and complete time estimates • Assignment of personnel • Definition of detailed task list • Addresses all deliverables and presents appropriate milestones. <p>Allocation of points for the Work Plan submitted:</p> <p>1) Provides an excellent work plan including all elements as outlined in the SOW in a comprehensive and realistic manner, specifies assignments of project's team members, along with their depth of involvement, in attaining each deliverable's sub-element within the proposed schedule. An excellent identification of resources, including backup. The Bidders response is in depth, indicates timeliness of the procedure and the requirement is exceeded - 20 points.</p> <p>2) Provides a good work plan missing a few key elements as outlined in the SOW. A good assignment of project's team members along with their depth of involvement missing a few key elements in attaining each deliverable's sub-element within the proposed schedule. A good identification of human resources and an identification of back-up resources. The Bidder's response to this criterion addresses the requirement well. The knowledge, experience, timeliness or approach demonstrated should ensure more than adequate performance on this aspect of the work. 10-19 points.</p> <p>3) Fails to provide a realistic and achievable deliverables framework, which specifies assignments of project's team members, along with their depth of involvement, in attaining each deliverable's sub-element within the proposed schedule. 0-9points.</p>			
Total points –		93	
Minimum Pass Mark (70%)		65	

4.1.2 Financial Evaluation

4.1.2.1

SACC Manual Clause [M0220T \(2016-01-28\)](#), Evaluation of Price-Bid

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

4.2 Basis of Selection

Highest Compliant Combined Rating of Technical Merit and Price.

There will be four phases to the evaluation process.

Phase I: Bidders must meet all Mandatory Requirements to advance to Phase II

Phase II: Those bidders that meet the Mandatory Requirements will be evaluated against a set of Point Rated Requirements, for which they must achieve a minimum score of 70% to advance to Phase III

Phase III: Those bidders that pass the Point-Rated evaluation will have their Financial Proposals evaluated. The offer with the lowest cost will receive the maximum amount of points available, while the other qualified offerors' cost proposals will receive pro-rated points based on the following formula:

$$\frac{\text{Lowest priced bid} \times 20\%}{\text{Bidder's total evaluated price}}$$

Then the Technical and Financial bid scores of each qualified bidder will be combined, using a weighting whereby the Technical bid score will account for 80% of the final score and the Financial bid score will account for 20%.

The bidders will then be ranked based on their combined Technical and Financial scores, from highest to lowest score.

Phase IV: The top two ranked bidders will be invited to undergo a **proficiency test**. If both bidders pass the proficiency test, the results of their test will be added to their Technical-Financial combined score and the bidder with the highest combined score will be ranked first and the other second. Scoring for the proficiency test will count for 10% of the final score.

Because:

- there is a significant cost to participating in the proficiency test, and
- the participating offeror will have to do so at their own expense, and
- it is Health Canada's intent to award a maximum of two Standing Offers.

bidders ranked below the top two offerors after the first three phases of the evaluation process will not be invited to undergo the proficiency test, unless one or both of the top two bidders fail the test.

Should one or both of the offerors invited to undergo the proficiency test fail to receive a passing mark, Health Canada reserves the right to invite the next ranked offeror (i.e. 3rd place) to undergo the proficiency test, with the understanding that should they pass the test, they will be awarded a Standing Offer Agreement.

The top ranked offeror, after the proficiency test, will have the "Right of first refusal" on all Call-ups made against their Standing Offer Agreement for their Stream.

During the period covered by the Standing Offers Agreements, Health Canada reserves the right to compel Standing Offer Holders to submit to a further proficiency test should the quality of the deliverables being received by Health Canada fail to meet the standard precision requirements defined in Section 4.7 of this RFSO and Section 2.12, "Possible Proficiency Re-Test" of the Statement of Work. Health Canada reserves the right, upon failure to meet these precision requirements, to remove the firm from the list of qualified bidders, as well as to offer another bidder who passed the proficiency test the "Right of first refusal." In the event Health Canada terminates a Standing Offer, it reserves the right to invite the next

ranked supplier of this RFSO competition (i.e. 3rd, 4th place, etc.) to undergo the proficiency test with the understanding that should the supplier be successful, it will be awarded a Standing Offer.

The Proficiency Test Process:

The proficiency test will consist of analysing 30 samples. The samples will be collected by Health Canada (side-by-side sampling) and shipped at Health Canada's cost to the bidder. The bidder will be informed that the samples will be arriving at least one (1) week in advance. The bidder will have one (1) week to analyse the samples and provide a certified lab report in Excel by e-mail to Health Canada in the format specified in the Statement of Work for each Stream. Health Canada will use the bidder-provided report to calculate the precision. The sample numbers will be randomly generated so that no information can be determined about the samples. The samples will be representative of typical Canadian households for the parameters. The specified minimum detection limits, as set out in the Mandatory Requirements (Section 4.4) for each Stream must be achieved to proceed to the precision calculations for the side-by-side samples.

The precision requirements are based on Health Canada's needs and on what has been achieved by laboratories who have carried out laboratory sampling for these parameters over the past 15 years for Health Canada. As such they are considered fair and achievable.

Each lab will be assessed for the precision of their analytical method by providing analyses for a set of replicate samples. Replicates will be blinded. Scoring for the proficiency test, which will count for **10% of the final bid evaluation**, will be awarded on a scale of 1-5 points based on the proportion of replicates which surpass the standard precision for the analytical method. The required precision is defined as measurements of replicate samples that are within 10% of each other. A score of 3 (using the marking key in the Table 1 below) is required to be considered successful (pass) against this criteria.

TABLE 1:

Proficiency – evaluated against standard precision given above	Score
80-100% of replicates meet the standard precision	5
60-80% of replicates meet the standard precision	4
50-60% of replicates meet the standard precision	3
< 50% of replicates meet the standard precision	fail

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer non-responsive.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 – SECURITY and FINANCIAL

6.1 Security Requirements

There is no Security requirement associated with this RFSO

6.2 Financial Evaluation

The data included in this pricing schedule is provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

PROFESSIONAL FEES

Chemical analysis of aldehydes (formaldehyde and acetaldehyde) collected using 2,4-dinitrophenylhydrazine (DNPH) passive badges.

From contract award to Option Year 2

Stream 6	Estimated Number of Samples Per year	Cost per sample (Canadian Dollars, \$)	Total Cost (Canadian Dollars, \$)
Year 1	400		
Year 2	400		
Option Year 3	300		
Option Year 4	400		
Total price for evaluation			

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to 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 Standing Offer and resulting contract(s) 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

[2005 \(2017-06-21\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3 Term of Standing Offer

7.3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of contract award to March 31st, 2021 inclusive.

7.3.2 Extension of Standing Offer

Option Period:

The SO Holder hereby grants to Health Canada the irrevocable option to extend the terms of the SO for up to two (2) additional one (1) year periods, under the same terms and conditions. Health Canada may exercise this option at any time by written notice to the SO holder at least 30 calendar days prior to the SO expiry date or any extension thereof.

7.4 Authorities

7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Cathy Jones
Senior Contracting and Procurement Officer
Health Canada - Santé Canada
E-mail: cathy.jones@canada.ca
Tel : 613-941-2054

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.4.2 Project Authority – To be determined at Standing Offer award

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.4.3 Offeror's Representative - To be determined at Standing Offer award

7.5 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.

[Former Public Servant - Competitive - Offer \(2016-01-28\) M3025T](#)

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Health Canada.

7.7 Call-up Procedures

7.7.1 The Health Canada Project Authority will provide the Standing Offer (SO) Holder having the "Right of First Refusal" with a Statement of Work (SOW). The SO Holder must communicate in writing (i.e. e-mail) within 48 hours whether it is available to do the work within the prescribed timelines. Should the SO Holder having "Right of First Refusal" indicate that it is not able to do the work within the prescribed timelines, then the Health Canada Project Authority will make the request of the other SO Holder.

Failure to provide written notification of availability within forty-eight **(48)** hours of being contacted shall be interpreted as being unable to perform the service(s).

7.7.2 Failure to provide written notification of availability within forty-eight **(48)** hours of being contacted shall be interpreted as being unable to perform the service(s).

7.7.3 When an agreement on the level of effort and cost is reached between the Standing Offer Holder and the Health Canada Project Authority, the Health Canada Project Authority will issue a formal written Health Canada Call-up Against the Standing Offer Agreement (form 942), authorizing the work to begin. The Call-up will provide a description of the Work activities to be performed,

deliverables to be submitted within the scope of this Agreement and required completion date(s). The SO Holder will acknowledge receipt of the Call-up within two (2) days of receiving it.

- 7.7.4** It is understood and agreed that the Standing Offer Holder shall not commence any Work until authorized in writing by a formal Call-up issued by the Health Canada Project Authority or his/her delegate.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 50,000.00 (Applicable Taxes included).

7.10 Financial Limitation

The value of the Standing Offer resulting from this "Request for Standing Offer" shall not exceed \$150,000.00 including all applicable taxes for a 2 year period from date of signing the Standing Offer Agreement until expiry of March 31, 2021.

The duration of the Standing Offer Agreements will be for a two (2) year period with the option of the two (2) additional one (1) year option periods to be exercised at Health Canada's discretion. The total value of the 4 years will not exceed \$300,000.00.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions SACC Manual clause 2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of each Call-up
- e) SACC Manual clause C6000C (2017-08-17) Limitation of Price apply to and form part of each Call-up
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements;
- i) Annex D, Certifications
- j) the Offeror's offer dated _____ (*insert date of offer*)

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES applicable to each Call-Up

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C \(2018-06-21\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.2.3 SACC Manual Clauses

[Limitation of price \(2017-08-17\) C6000C](#)

7.3 Term of Contract

7.3.1 Period of the Contract

The work must be completed in accordance with the Call-Up against the standing offer.

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

Canada will pay the Standing Offer holder for all work performed pursuant to the Call-up and subject for acceptance by the Project Authority, for the Professional Services, the Contractor rates will include overhead and profit but do not include GST and HST.

7.5.2 Limitation of Price

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

SACC Manual clause [C6000C \(2017-08-17\)](#) Limitation of Price

7.5.3 Single Payment

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

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

7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

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

Each invoice must include the following:

- a) the Contract title, number and financial code;
- b) the date;
- c) a description of the Work performed;
- d) timesheets (if payment is based on hourly/firm per diem rates);
- e) evidences of actual Cost (Cost Reimbursable Elements);
- f) the amount of the progress payment being claimed; and
- g) the amount for any tax (including GST/HST).

7.7 Insurance Requirements

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

ANNEX "A"

STATEMENT OF WORK

1. Scope

1.1. Title

Chemical Analysis of Air Samples.

1.2. Introduction

The following Statement of Work is a description of Health Canada's requirement for laboratory services to perform on an "as needed basis" chemical analysis of aldehydes (formaldehyde and acetaldehyde) collected using 2,4-dinitrophenylhydrazine (DNPH) passive badges, sometimes referred to as Stream 6.

- Instead of specifying the use of SKC UMEX 100 passive samplers, we have broadened the requirement so that any 2,4-dinitrophenylhydrazine (DNPH) passive badges would be acceptable.

1.3. Objectives of the Requirement

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

Health Canada scientists in the Air Health Science Division have played a leading role in understanding the effects of indoor and outdoor air pollution on human health in Canada. Studies completed to date include: the relationship between personal, indoor and outdoor air pollution and lung function and cardiovascular health; spatial variability of air pollutants within an urban area; intervention study to improve indoor air quality in homes with an attached garage; the health effects of ozone and particles on the cardiovascular-respiratory system; and a personal exposure study in different urban transportation microenvironments. Studies are being developed to better understand the association between PM2.5 oxidative potential and cause-specific mortality; the effects of indoor air quality on childrens' respiratory health in First Nation communities; and to investigate and quantify recent marine vessel emission regulations on population exposures for criteria air pollutants and quantify contributions of marine sector emissions to PM2.5 and PM2.5-associated air toxics; and to investigate VOC species data, including new and emerging chemicals in newly constructed homes.

Health Canada's objective is to meet its analytical requirement through the establishment of a Standing Offer to facilitate the on-going analyses of chemical samples collected through our research.

Refer to Section 7.11 of PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

The objective of this Request for Standing Offer (RSFO) is to establish competitively-awarded Standing Offer Agreements (SOAs) with up to two suppliers, capable of providing Health Canada with as-and-when-required chemical analysis services. The lab services being sought through this RSFO is:

- 1) The chemical analysis of aldehydes (formaldehyde and acetaldehyde) collected using 2,4-dinitrophenylhydrazine (DNPH) passive badges,

1.4. Estimated Value of Standing Offer and Call-up Limitation

- 1.4.1. The total value of this Standing Offer Agreement resulting from this Request for Standing Offer shall not exceed **\$300,000.00** including all applicable taxes, over a four (4) year period from date of signing of the Standing Offer Agreement. Travel and living expenses are not allowed under this contract. The value of the Standing Offer Agreement for the four (4) year period will be \$300,000.00
- 1.4.2. This duration of the Standing Offer Agreement will be from award date to March 31st, 2021 for a two (2) year period with two (2) additional one (1) year option years to be exercised at Health Canada's discretion.
- 1.4.3. The overall total of each individual Call-up will not exceed \$50,000.00 (including all amendments).
- 1.4.4. The maximum value for each Stream is listed in Section 2.0 Table 1.

1.5. Definition of a Standing Offer

A SOA is not a contract. It is an offer from a supplier to provide services on a prearranged pricing basis and under set terms and conditions for a specified period of time on an as-and-when required basis. A separate contract will be entered into each time a request is made against a the SOA. These separate contracts are known as Call-ups. Health Canada's liability shall be limited to the actual value of the Call-up(s) made within the specified period of the SOAs.

1.6. Background and Specific Scope of the Requirement

The Contractor shall, on an as-and-when required basis, and as described in the Call-up document signed by the Departmental Representative, provide laboratory (chemical) analysis services to Health Canada. The Departmental Representative will identify the number of samples in each Call-up, and this, in association with the Contractor's accepted fixed unit rates, will be the basis for establishing the cost of each Call-up undertaken in accordance with this Standing Offer Agreement. The timing for each Call-up will be subject to the specific requirements of the project, as determined exclusively by Health Canada.

In support of the above, the Contractor will (on an as-and-when-requested basis) provide laboratory (chemical) analysis services in relation to any or all of the following services as described below. The Contractor will provide evidence of validating each analytical method in their laboratory along with the reported results.

Proposed Resources (Personnel):

The Bidder must provide Health Canada with the names, resumes/CVs and credentials of all proposed personnel resources, as well as their back up resources who will be assigned to the services provided under the SOA. The Bidder must include within their proposed resources a Project Manager, a Quality Assurance Officer and a Technical Analyst.

2. Requirements

2.0. Deliverables

TABLE 1
Estimated number of samples and maximum value

Description	Estimated number of samples per year	Total estimated value (CAD)
The chemical analysis of aldehydes (formaldehyde and acetaldehyde) collected using 2,4-dinitrophenylhydrazine (DNPH) passive badges	Year 1 - n = 400 Year 2 - n = 400 Year 3 - n = 300 Year 4 - n = 400	\$300,000.00

- **The chemical analysis of aldehydes (formaldehyde and acetaldehyde) collected using 2,4- dinitrophenylhydrazine (DNPH) passive badges**

The Contractor will analyse passively collected air samples using 2,4- dinitrophenylhydrazine (DNPH) passive badges and report the levels of acetaldehyde and formaldehyde. Analysis of the samples will be done using high performance liquid chromatography (HPLC) according to US EPA Compendium method TO 11A, or an equivalent method.

2.1 Tasks and Deliverables

Tasks for the Contractor include:

- Receive sample shipments. Health Canada will ship samples in the appropriate manner via overnight courier from the location of the sampling to the laboratory's address.
- Store samples, prior to analysis, in a manner that does not allow them to be exposed to volatile organic compounds (VOCs).
- US EPA Compendium method TO 11A (<https://www3.epa.gov/ttnamti1/files/ambient/airtox/to-11ar.pdf>), or an equivalent method must be followed.
- Achieve minimum detection limits for 24-hour samples as follows:
 - Formaldehyde: 40 ng/sample;
 - Acetaldehyde: 40 ng/sample

For each sample the Contractor will:

- Extract samples in acetonitrile.

- B. Analyse via high performance liquid chromatography (HPLC).
- C. Manually review results to ensure integration parameters accurately assess baseline levels.
- D. Convert analytical results into units of micrograms per cubic metre ($\mu\text{g}/\text{m}^3$) terms based on exposure times and specific sampling rates.

Quality assurance/Quality control (QA/QC) measures must be used as specified in Section 2.6.2.

Results of analyses will be made available to Health Canada in both electronic (Microsoft Excel) and hard copy formats in a timely manner, typically within 90 days of receipt of the samples being shipped by Health Canada. Results will be reviewed by the contractor prior to being made available to ensure accuracy.

Health Canada will ensure all samples have a unique identifier.

2.2 Technical, Operational and Organizational Environment

Turnaround Time

Because there must be no risk of the samples being opened for inspection during shipping and transportation, they cannot cross international borders. Therefore, the contractor must have the testing facility in Canada.

The Contractor's laboratory must be able to receive samples by courier delivery within 24 hours of Health Canada shipping them from Ottawa, Ontario. The Contractor must be able to undertake sampling analysis within 30 days of sample collection, and provide reports of analysis within 90 days of receipt of sample.

Data entry and results will be reviewed by the contractor prior to being made available to ensure accuracy.

Licensing and Accreditation

The Contractor must be accredited by the American Industrial Hygiene Association (AIHA) under the Industrial Hygiene Laboratory Accreditation Program (IHLAP). The Contractor's Testing and Calibration Laboratories. Copies of all accreditations must be included in the Bidder's proposal.

Personnel

The analytical staff shall have training and experience in analysing formaldehyde air samples collected using dinitrophenylhydrazine (DNPH) samplers. The laboratory shall have a comprehensive quality assurance program and designated Quality Assurance Officer.

2.3 Method and Source of Acceptance

All reports, deliverables, documentation and all services rendered under a Call-up under this Standing Offer are subject to inspection by the Departmental Representative or a designated representative that has been identified in the Call-up. Should any report, document or service not be to the satisfaction of the Departmental Representative, or a designated representative, as

submitted, the Departmental Representative shall have the right to reject it or require correction at no cost to Health Canada before payment will be authorized.

Where specifically required to do so by Health Canada, the Contractor must provide the services of the personnel named in the Contractor's proposal to perform the work, unless the Contractor is unable to do so for reasons beyond his/her control.

2.4 Reporting Requirements

Efficient time management is of utmost importance to Health Canada. The Contractor shall deliver the services by the deadlines established within the Call-up document. Every effort will be made by Health Canada to provide the Contractor with reasonable deadlines

2.5 Project Management Control Procedures

The individual identified in the subsequent contract as the Health Canada Project Coordinator shall review all written material submitted as deliverables as specified in each project/assignment Call-up.

The Health Canada Project Authority will provide comments within five (5) days to the Standing Offer Holder indicating any changes required to the deliverables, services, written reports or processes.

Meetings to review the deliverables may be held from time to time at the Health Canada Project Authority's location, or take place via conference call. Required documents for discussion will be provided by the Standing Offer Holder to the Health Canada Project Authority 48 hours prior to the meeting.

2.6 Possible Proficiency Re-Testing

If, at any time, the services provided under a Standing Offer are not satisfactory to Health Canada, and the situation cannot be resolved to the satisfaction of Health Canada, the Standing Offer for Laboratory (chemical) Analysis will be terminated with no penalty to Health Canada. Health Canada reserves the right to administer a proficiency test to assess the analytical precision of the laboratory, at its sole discretion. Specifically, Health Canada reserves the right to send up to 30 blinded samples to the laboratory for analysis at the laboratory's expense, following the process outlined in Section 4.7 of the RFSO. The results of analysis will be evaluated by Health Canada staff for acceptable precision as given in Section 4.7, Table 1 of the RFSO.

2.7 Change Management Procedures

The Standing Offer Holder shall not perform work in excess of or outside of the scope or deliverables of the Standing Offer Agreement or Call-Up document. Any changes to the Call-Up document must be done in writing by the Departmental Representative by means of a written amendment.

3. Additional Information

3.1 Health Canada's Obligations

The Departmental Representative will provide the following to the Standing Offer Holder:

- Negotiate the number of days required for a given project/task. The timing for each project/task will be subject to the specific requirement for that project, as identified by Health Canada.
- Ensure that appropriate subject matter experts from within Health Canada are available to the Standing Offer Holder to discuss and provide content material and other inputs, as well as to facilitate cooperation with other Health Canada representatives as required.
- Provide the Standing Offer Holder with both physical and electronic Health Canada delivery addresses, to which deliverables are to be submitted.

3.2 Contractor's Obligations

The management by the Contractor for service delivery to Health Canada in relation to the SOA shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal Government regulations, policies and procedures as well as the codes and guidelines provided by Canadian Translators and Interpreters Council (CTIC)

The Contractor must provide the services of the personnel resource(s) named in the SOA to perform the work, unless the Standing Offer Holder is unable to do so for reasons beyond his/her control in which case, additional resources will be subject to the pre-approval of Health Canada.

The Contractor shall ensure that all deployed personnel are properly trained to fulfil their responsibilities. In addition, the Contractor is required to ensure that all of its assigned personnel are available during each Call-Up to perform the work in accordance with all applicable legislation, regulations, codes and policies.

The Contractor must provide annual update on the services of the personnel resource(s) named in the SOA to perform the work, and any new personnel shall be subject to Health Canada approval under the existing terms of the Statement of Work.

The management by the Contractor of service delivery to Health Canada in relation to this Agreement shall be undertaken in accordance with all federal government regulations, policies and procedures.

3.3 Location of Work, Work Site and Delivery Point

The work shall be conducted at the Contractor's facilities.

The Contractor shall be responsible for providing his/her own work site. Health Canada will not be responsible for any travel or other associated costs incurred to Bidder in carrying out this work.

To the extent possible, Health Canada shall use electronic forms of delivery and communication including email and teleconference calls, as applicable and feasible under the Government of Canada's Security Policy.

Due to existing workload and deadlines, all personnel assigned to any Call-up issued against the SOA must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

3.4 Language of Work

The Standing Offer Holder shall be capable of correspondence with Health Canada in relation to the SOA in either or both Official Languages (English/French) of Canada. However, all deliverables shall be produced and delivered in the target language of the particular project/task, as specified within the issued Call-up.

3.5 Special Requirements

Limitation of the Standing Offer Agreement:

For the duration of the SOA, the Standing Offer Holder agrees to notify, in writing, the Departmental Representative of his/her desire to withdraw from the SOA at a minimum of thirty (30) days prior to ceasing provision of the services agreed to within the SOA.

Should the Standing Offer Holder default on any Call-up issued, Health Canada may, by notice to the Standing Offer Holder, terminate the whole or any part of the work. The Standing Offer Holder shall be liable to Her Majesty for any excess costs incurred by Health Canada relating to their default.

If, at any time, the services provided under a Standing Offer are not satisfactory to Health Canada, and the situation cannot be resolved to the satisfaction of Health Canada, the Standing Offer for Laboratory (chemical) Analysis will be terminated with no penalty to Health Canada.

Allocation of Work:

Health Canada intends to issue up to a maximum of two Standing Offer Agreements.

Call-ups issued under the Standing Offer Agreement will be subject to the terms and conditions of this RFSO and the Health Canada SOA documents.

It is understood and agreed to that the Standing Offer Holder shall not commence any work until authorized in writing by a Call-up issued by the Health Canada Project Authority.

3.6 Call Up Procedures:

3.6.1 Call-ups issued under the Standing Offer Agreement will be subject to the terms and conditions of this RFSO and the Health Canada SOA documents.

3.6.2 Bidder's will be tasked by way of formal Call Up(s) issued against the Standing Offer Agreement, for the work activities to be performed, deliverables to be submitted within the scope of this Agreement and required completion date(s) as described in the Statement of Work in the Call Up document.

3.6.3 In accordance with the allocation of work for this Standing Offer Agreement, the Health Canada Project Authority will provide the selected Standing Offer holder with a Statement

of Work, detailing the Work activities to be performed and deliverables to be submitted within the scope of this Agreement as well as the required completion date(s).

- 3.6.4** The Standing Offer holder will acknowledge receipt of the Statement of Work request within two (2) days of notification and confirm that the SO Holder is available and ready to do the work.
- 3.6.5** The Standing Offer holder will then submit to the Health Canada Project Authority the a cost estimate for each service as per Fix Unit rates specified in the Standing Offer Agreement. The rate charged by the Contractor in the fee proposal must not exceed the Fixed Unit Rate specified in the Standing Offer Agreement, except in agreed-upon circumstances related to changes to or addition of analytes.
- 3.6.6** When an agreement on the level of effort and cost is reached between the Standing Offer Holder and the Health Canada Project Authority, the Health Canada Project Authority will issue a formal call-up against the Standing Offer Agreement authorizing the work to begin.
- 3.6.7** It is understood and agreed that the Standing Offer Holder shall not commence any Work until authorized in writing by a formal Call-up issued by the Health Canada Project Authority or his/her delegate.
- 3.6.8** No costs shall be incurred or accepted before receipt of a signed formal "Call-up Against a Standing Offer Agreement" from the Health Canada Project Authority. The Health Canada Project Authority will provide the Standing Offer Holder details of the Work activities to be performed, deliverables to be submitted within the scope of this Agreement and required completion date(s).

4. Project Schedule

4.1 Schedule and Estimated Level of Effort (Work Breakdown Structure)

Health Canada has determined that for the provision of Laboratory (chemical) Analysis Services, the Standing Offer Holder must be capable of providing to Health Canada, in an effective manner, all deliverables as specified in the Statement of Work of this RFSO.

The provision of Laboratory (chemical) Analysis Services may be fulfilled by one or more individuals within the Standing Offer Holder's proposed personnel/resource team. However, each individual proposed must possess the required experience and qualifications as follows:

The successful Bidder must meet the minimum technical experience and production capability as specified in Mandatory and Point-Rated Evaluation Criteria in Part 4 of this RFSO.

The exact deliverables for each Call-up will be specified in the Call-up document.

The Contractor must provide the services of the personnel named in the Call-up document to perform the work, unless the Contractor is unable to do so for reasons beyond his/her control. Any changes are subject to Health Canada approval.

Should the Contractor at any time be unable to provide the services of the personnel named in the Call-up document, the Contractor shall be responsible for providing replacement personnel at the same cost who shall be of similar or greater ability and attainment, and whom shall be deemed acceptable to the Health Canada Project Authority.

In advance of the date upon which replacement personnel/resources are to commence work, the Contractor shall notify in writing the Health Canada Project Authority of the reason for the unavailability of the resource(s) named in the Call-up. The Contractor shall then provide to the Health Canada Project Authority the name(s) and an outline of the qualifications and experience of the proposed replacement/backup resources.

Under no circumstances shall the Contractor allow performance of the services by replacement personnel/resources that have not been authorized by the Health Canada Project Authority.

5. **Applicable Documents and Glossary**

Applicable Documents

Relevant Terms, Acronyms and Glossaries

RFSO:	Request for Standing Offer
SOA:	Standing Offer Agreement
HC:	Health Canada
NCR:	National Capital Region
SOW:	Statement of Work
PWGSC:	Public Works and Government Services Canada
VOC:	Volatile organic compounds
ICP-MS:	Inductively coupled plasma mass spectrometry
PAH:	Polycyclic aromatic hydrocarbons
PUF:	Polyurethane foam
CALA:	Canadian Association for Laboratory Accreditation
NELAP:	National Environmental Laboratory Accreditation Program
GC-MS:	Gas chromatography–mass spectrometry.
XRF:	X-Ray Fluorescence

ANNEX "B"
BASIS OF PAYMENT

Professional Service

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

Chemical analysis of aldehydes (formaldehyde and acetaldehyde) collected using 2,4-dinitrophenylhydrazine (DNPH) passive badges.

Stream 6	Estimated Number of Samples Per year	Cost per sample (Canadian Dollars, \$)	Total Cost (Canadian Dollars, \$)
Year 1	400		
Year 2	400		
Option Year 3	300		
Option Year 4	400		
Total price for evaluation			

ANNEX "C"
CERTIFICATIONS

The following information must be submitted along with a signed covering letter, the Technical Bid and Financial Bid.

1.1 LEGAL NAME AND BIDDER'S INFORMATION

(print clearly)

Bidder's Legal Name

Bidder's Complete Address

Bidder's Phone number

(_____) _____

Bidder's Authorized Representative

Bidder's Authorized Representative Phone number

(_____) _____

Bidder's Authorized Representative e-mail

1.2 CERTIFICATIONS

Bidders must provide the required certifications at bid submission. Canada may declare a bid non-responsive if the required certifications are not part of the bid content.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before and after awarding of a contract). The RFP Authority will have the right to ask for additional information to verify Bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the RFP Authority for additional information will also render the Bid non-responsive.

1.3 CERTIFICATION OF EDUCATION, EXPERIENCE AND QUALIFICATIONS

The Bidder certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

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

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

1.4 CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

1.4.1 Availability of Personnel and Facility

The Offerer certifies that, should it be authorized to provide services under any Contract resulting from this RFSO, the persons and facility proposed in its offer will be available to commence performance of the Work within a reasonable time from Contract award and will remain available to perform the Work in relation to the fulfilment of this requirement.

1.4.2 Status of Personnel

If, in the fulfilment of this requirement, the Offerer has proposed any person who is not an employee of the Offerer, the Offerer hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the Work to be performed and to submit such person's résumé to the RFSO Authority.

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

1.5 FORMER PUBLIC SERVANT CERTIFICATION

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

1.5.1 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.

1.5.2 Former Public Servant in Receipt of a Pension

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

Yes ()

No ()

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

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

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

1.5.3 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.

1.6 JOINT VENTURE/PARTNERSHIP

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

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

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

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

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

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

1.7 INTEGRITY PROVISIONS – LIST OF NAMES

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

1.8 FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

The Federal Contractors Program (FCP) ensures that contractors who do business with the Government of Canada achieve and maintain a workforce that is representative of the Canadian workforce. The Program applies to non-federally regulated contractors that:

- have a combined workforce in Canada of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more; and
- received an initial federal government goods and services contract, a standing offer, or a supply arrangement valued at \$1 million or more (including applicable taxes).

The Federal Contractors Program was established in 1986 to further the goal of achieving workplace equity for designated groups experiencing discrimination in the Canadian labour market. These groups are:

- women;
- Aboriginal peoples;
- persons with disabilities; and
- members of visible minorities.

Effective June 27, 2013 a redesigned FCP will be in effect which includes:

- an increase in the contract threshold from \$200,000 to \$1 million to support the Government's commitment to reduce regulatory red tape burden for small- to medium-sized employers;
- assessment that focus on achievement of results enabling contractors to determine initiatives best suited to their organization in order to achieve employment equity objectives.

1.8.1. Agreement to Implement Employment Equity

Contractors who bid on an initial goods and services contract, a standing offer, or a supply arrangement estimated at \$1 million or more (including applicable taxes) with the Government of Canada must first certify their commitment to implement employment equity by signing the [Agreement to Implement Employment Equity \(LAB1168\)](#) prior to contract award.

Once the goods and services contract, the standing offer, or the supply arrangement is awarded to the contractor, the contractor is assigned a unique Agreement to Implement Employment Equity number and is informed by Labour Program that they are now subject to the FCP. Contractors are then required to implement employment equity and, if representation gaps exist, to make all reasonable efforts most appropriate within the context of their specific organizational environment and structural needs to close any identified gaps. This obligation is on-going and not only subject to the period of the contract, including future contracts.

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 (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](#)

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

By submitting the present information to the RFSO Authority, the Bidder certifies that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. The Bidder understands that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Date: _____ (YYYY/MM/DD)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed appendix Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

1.9 DETERMINING THE POTENTIAL FOR COMMERCIAL EXPLOITATION OF THE INTELLECTUAL PROPERTY

Is there potential for commercial exploitation of any Intellectual Property that may be generated by the resulting contract?

- Yes
- No

1.10 SIGNATURE AND CERTIFICATION

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

Signature

Date

Print Name and Capacity

ANNEX "D"

SECURITY REQUIREMENTS

There are no Security Requirements associated with this RFSO