

	Title – Titre		
RETURN BIDS TO:	Post-event surveys for the Health a	and	
RETOURNER LES SOUMISSIONS À:	Air Quality Forecasting Program		
Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada	EC Bid Solicitation No. /SAP No. – Nº de la demande de soumissions EC / Nº SAP 5000051236		
Electronic Copy: ec.soumissions-bids.ec@canada.ca	Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2020-07-06		
	Bid Solicitation Closes (YEAR- MM-DD) - La demande de soumissions prend fin (AAAA- MM-JJ)	Time Zone – Fuseau horaire	
BID SOLICITATION DEMANDE DE SOUMISSONS	at – à 14 :00 on – le 2020-08-17	Atlantic Daylight Time (ADT)	
PROPOSAL TO: ENVIRONMENT CANADA	F.O.B – F.A.B Destination		
We offer to perform or provide to	Address Enquiries to - Adresser toutes questions à Alyssa Festeryga		
Canada the services detailed in the document including any attachments and annexes, in accordance with the	Telephone No. – № de téléphone 902-426-9150	<b>Fax No. – № de Fax</b> NA	
terms and conditions set out or referred to in the document, at the price(s) provided.	ed Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA MM-JJ) See herein.		
SOUMISSION À: ENVIRONNEMENT CANADA	<b>Destination - of Services / Destin</b> 45 Alderney Dr, Dartmouth, NS, B2		
Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le	Security / Sécurité See herein.		
document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).	Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur		
	Telephone No. – N° de téléphone	Fax No. – N° de Fax	
	Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
	Signature	Date	

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# PART 1 – GENERAL INFORMATION

# **1. Security Requirement**

**1.1** There is no security requirement associated with this requirement.

#### 2. Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract.

## 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## 4. Delivery outside a Comprehensive Land Claims Settlement Area

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

# PART 2 – BIDDER INSTRUCTIONS

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

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

The <u>2003</u> 2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02: Delete: "Procurement Business Number" Insert: "Deleted"

#### At Section 02 Procurement Business Number

**Delete:** In its entirety **Insert:** "Deleted"

#### At Section 05 Submission of Bids, Subsection 05 (2d):

**Delete:** In its entirety **Insert:** "send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

#### At Section 06 Late Bids:

**Delete**: "PWGSC" **Insert:** "Environment Canada"

At Section 07 Delayed Bids: Delete: "PWGSC" Insert: "Environment Canada"

# At Section 08 Transmission by Facsimile, Subsection 08 (1):

**Delete:** In its entirety **Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."

#### At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

**Delete:** In their entirety **Insert:** "Deleted"

# At Section 17 Joint Venture, Subsection 17 (1) b.:

**Delete**: "the Procurement Business Number of each member of the joint venture," **Insert:** "Deleted"

# At Section 20 Further Information, Subsection 20 (2):

**Delete:** In its entirety

Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4)

**Delete:** "sixty (60) days" **Insert:** "one hundred and twenty (120) days"

## 2. Submission of Bids

**2.1** Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

## 3. Former Public Servant – Competitive Bid

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

#### Definitions

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

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

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

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

Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

# Former Public Servant in Receipt of a Pension

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

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

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

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

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes**() **No**()

If so, the Bidder must provide the following information:

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

#### 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.

# 5. Applicable Laws

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

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.

# 6. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

(6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

# 7. Handling of Personal Information

<u>A9113C</u> (2014-11-27), Handling of Personal Information

# PART 3 – BID PREPARATION INSTRUCTIONS

# 1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies or 1 soft copy in PDF format)

Section II: Financial Bid (2 hard copies or 1 soft copy in PDF format)

Section III: Certifications (2 hard copies or 1 soft copy in PDF format)

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

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

#### Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: <u>ec.soumissions-bids.ec@canada.ca</u> Attention: Alyssa Festeryga Solicitation Number: 5000051236 Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

## Section I: Technical Bid

1. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

- 2. Customer Reference Contact Information:
- (a) The Bidder must provide customer references. The customer reference who must each confirm, if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 3 to Part 4 Reference Questions.
- (b) The form of question to be used to request confirmation from customer references is as Attachment 3 to Part 4 Reference Questions.
- (c) For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

#### Section II: Financial Bid

- 1. Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 2. Bidders should include the following information in their financial bid:
- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

# Section III - Certifications

# 1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

# 1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

# 1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

## 1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4

# 1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4

#### **1.2** Financial Evaluation

SACC Manual Clause <u>A0220T</u> 2014-06-26 Evaluation of Price

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment in Annex B.

#### **1.2.1 Mandatory Financial Criteria**

The maximum funding available for the Contract resulting from the bid solicitation is \$85,000.00 excluding applicable taxes. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

#### **1.2.2 Evaluation of Price**

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

#### 2. Basis of Selection

# 2.1 Highest Combined Rating of Technical Merit 75% and Price 25%

Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria;
  - c. meet the minimum number of points in each of the point rated criteria; and

- d. obtain the required minimum of 77 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 110 points.
- 2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75% for the technical merit and 25% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

# In the event of a tie, the proposal receiving the highest score for the technical evaluation will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (75%) and Price (25%)					
		Bidder 1	Bidder 2	Bidder 3	
<b>Overall Techr</b>	nical Score	60/80	65/80	80/80	
Bid Evaluated	I Price	\$455,000.00	\$450,000.00	\$445,000.00	
Calculations	Technical Merit Score	60/80 x 75 = 56.23	65/80 x 75 = 60.93	80/80 x 75 = 75	
	Pricing Score	445,000/455,000 x 25 = 24.45	445,000/450,000 x 25 = 32.73	445,000/445,000 x 25 = 25	
Combined Rating		80.68	93.66	100	
Overall Rating	9	3rd	2nd	1st	

The total available points equals 80 and the lowest evaluated price is \$445,000.

\*\*\* Bidder 3 would be recommended for contract award\*\*\*

# ATTACHMENT 1 to PART 4 – MANDATORY & POINT RATED CRITERIA

#### Mandatory Technical Criteria

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

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

Criterion #	Mandatory Criteria	Met/ Not Met				
	Resource Qualifications and Experience					
	<ul> <li>The Bidder must demonstrate they have run Random Digit Dialing (RDD) or equivalent sampling for land line, cell phone only, and on-line surveys.</li> <li>The Bidder must provide three (3) examples within the last five (5) years.</li> <li>One (1) example for each method</li> <li>One (1) example must be of a survey done in French</li> </ul>					
М1	<ul> <li>For each example bidders must provide the following information:</li> <li>The type of sampling used</li> <li>When the survey was completed</li> <li>Who it was done for</li> <li>The sample size</li> <li>The language of sampling</li> <li>Any influence the sampling technique might have had on the results</li> <li>No more than one (1) example must be previous work for Environment and Climate Change Canada</li> </ul>					
M2	The Bidder must be able to provide service in both English and French, the capacity to survey in both English and French, and provide all reports and findings in both English and French. Language levels are not assessed, however the Bidder must complete and submit the following certification confirming that they meet this requirement: Language Capacity The Bidder certifies that, should it be authorized to provide					
	The Bidder certifies that, should it be authorized to provide services under this contract, resulting from this solicitation, it will					

	provide bilingual resources who are fluent in both French and English.	
	Signature:	
	Date:	
	Provide two (2) recent (within the last five (5) years) examples of projects that have been carried out within forty-eight (48) hours of the event being surveyed.	
МЗ	For each example bidders must provide the following information:	
	<ul><li>The type of sampling used</li><li>When the survey was completed</li></ul>	
	Who it was done for	
	The sample size	
	The language of sampling	

# Point-Rated Technical Criteria

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

Bidders must obtain the following:

- a. meet the minimum number of points in each of the point-rated criteria; and
- b. meet the minimum score of the overall point rated criteria with 70% (77 of a possible 110 points) or higher

	Point-Rated Criteria					
CRITERION #	Criteria	Maximum Available Points	Cross Reference to Proposal (Supplier to insert)	Points Received		
	Resource Requ	irement				
R1	<ul> <li>Bidders must demonstrate their recruitment for on-line panels.</li> <li>Marks will be rewarded for panels that best represent the Canadian Public (in particular in terms of age), have the best participation rates, and are refreshed the most often.</li> <li>To demonstrate this requirement the Bidder must submit samples of panel composition methodology from previous work and how they would propose recruiting online panel participants for this contract, including any risks and constraints.</li> <li>Points will be awarded as follows: <ul> <li>Panel composition (demographic breakdown, representativeness of the demographics of the Canadian public based on the most recent Census)</li> <li>25% or more of respondents are in the 18 to 34 year old age range – 5 points</li> <li>20% to 25% respondents are in the 18 to 34 year old age range – 3 points</li> <li>Less than 20 %</li> </ul> </li> </ul>	15				

	1		1	1
	respondents are in the			
	18 to 34 year old age			
	range – 1 point			
	• How often the panel is refreshed			
	<ul> <li>1 year or less – 5 points</li> </ul>			
	<ul> <li>1 year to 2 years – 3</li> </ul>			
	points			
	<ul> <li>More than 2 years – 1</li> </ul>			
	point			
	Participation rates			
	<ul> <li>25% or greater – 5</li> </ul>			
	points			
	<ul> <li>20% to 25% – 3 points</li> </ul>			
	Less than 20 % – 1 point			
	Bidders must provide an example of			
	a mixed sample survey that the			
	Bidder has completed.			
	The exemple result are taken the			
	The example must provide the			
	following:			
	The sampling methods used     The sample size			
	• The sample size			
	The time it took to complete the			
	sampling			
	The sampling used gave a sample population that was			
	representative of the age			
	demographics of the Canadian			
	population at the time the			
	survey was done.			
R2	Points will be awarded as follows:	15		
NZ	• 25% or more of respondents are	15		
	in the 18 to 34 year old age			
	range – 2 points			
	• 20% to 25% respondents are in			
	the 18 to 34 year old age range			
	<ul> <li>1 point</li> <li>Less than 20% respondents are</li> </ul>			
	Less than 20% respondents are in the 18 to 34 year old age			
	range – 0 points			
	The Bidder must list all the			
	provinces and territories in Canada			
	where they can do mixed method			
	sampling using the three (3)			
	sampling techniques.			
	• One (1) point will be awarded			
	for each province and territory			
	· · · · · · · · · · · · · · · · · · ·			

pr ei fo re cr	where the bidder has the capacity to sample using mixed sampling methods for a <u>maximum of thirteen (13) points</u> idders must provide two (2) rojects which between them (in ther project) demonstrate the llowing criteria. Bidders will ceive full marks if any of the iteria are demonstrated in either roject: 25% of respondents are in the 18 to 34 year old age range At least 50% of respondents fall into the at risk population Sample size was at least 400 Survey done by Random Digit Dialing (RDD) or equivalent telephone, cell phone only sampling, on-line, or any combination thereof		
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	Dialing (RDD) or equivalent telephone, cell phone only sampling, on-line, or any		
	telephone, cell phone only sampling, on-line, or any		
	sampling, on-line, or any		
	combination thereof		
	Cover one or more issues		
	relating to air pollution or	<u>CE</u>	
•	extreme temperatures, and	65	
•	health		
	Completed in the last three to		
	five (3-5) years		
	dders must demonstrate this quirement in a point form Word		
	ocument of no more than two (2)		
	ages in twelve point Arial font, or		
	quivalent.		
	a Diddor must provide the		
	ne Bidder must provide the Illowing information for the project:		
•	Project Title		
•	Date: (Month/Year)		
•	Client department/organization		
	and their contact information –		
	including phone number		
•			
	Research objectives		
•	The research team and their role, background/purpose Research objectives		

· · · · · · · · · · · · · · · · · · ·		
	Methodology: (including the	
	number and nature of survey	
	respondents, sample size,	
	demographics, the method used and the rationale)	
	<ul> <li>Major difficulties or any issues</li> </ul>	
	that arose and how they were	
	resolve.	
	Points will be awarded as follows:	
	• 25% of respondents are in the	
	18 to 34 year old age range	
	• 25% or more of	
	respondents are in the	
	18 to 34 year old age	
	range – 5 points	
	• 20% to 25%	
	respondents are in the	
	18 to 34 year old age	
	range – 3 points	
	Less than 20%	
	respondents are in the	
	18 to 34 year old age range – 1 point	
	<ul> <li>At least 50% of respondents fall</li> </ul>	
	into the at risk population	
	• 50% or greater of	
	respondents fall into the	
	at risk population – 10	
	points	
	<ul> <li>25% - 50% of</li> </ul>	
	respondents fall into the at risk population – 8	
	points	
	<ul> <li>Less than 25% of</li> </ul>	
	respondents fall into the	
	at risk population – 2	
	points	
	• Sample size	
	<ul> <li>5000 or more – 10 points</li> <li>1000 5000 8 points</li> </ul>	
	<ul> <li>1000 – 5000 – 8 points</li> <li>400 -1000 – 2 points</li> </ul>	
	<ul> <li>400 - 1000 - 2 points</li> <li>Survey done by telephone, cell</li> </ul>	
	phone only sampling, on-line (all	
	Random Digit Dialing (RDD) or	
	equivalent sampling), or any	
	combination thereof	

	5 points		
	<ul> <li>Sponts</li> <li>Cover one or more issues</li> </ul>		
	relating to air pollution or		
	extreme temperature, and health		
	Conducted Air Quality		
	surveys or Extreme		
	Temperature (Heat and		
	Cold) surveys – 25		
	points		
	<ul> <li>Conducted surveys on</li> </ul>		
	other environmental		
	issues – 15 points		
	<ul> <li>Never conducted any</li> </ul>		
	type of Environmental		
	surveys – 0 points		
	Completed in the last three to		
	five (3-5) years		
	<ul> <li>the last year(completed</li> </ul>		
	in 2020 or 2019) – 10		
	points		
	<ul> <li>2-4 years(completed in</li> </ul>		
	2018, 2017 or 2016) - 5		
	points		
	<ul> <li>4-5 years (completed in</li> </ul>		
	2016 or 2015) – 2 points		
	Bidders must provide the names		
	and contact information for two (2)		
	business references (clients).		
	These references must be for		
	quantitative projects with more than		
	400 respondents that have been		
	completed within the last five (5)		
	years.		
	A minimum of one (1) of these		
R4	references must be for a project that	5	
117	used more than one (1) media to	5	
	run the survey, for example, mixed		
	landline and on-line survey.		
	References cannot be Environment		
	and Climate Change Canada		
	employees.		
	The reference questions are		
	included in Attachment 3 to Part 4 –		
	Reference Questions.		

	<ul> <li>Points will be awarded as follows:</li> <li>(Number of Yes Answers) / (Number Questions – Number of NA Answers) x 100</li> <li>Example <ul> <li>Results: Yes - 6, No - 1, NA - 2</li> <li>(6) / (9-2) x 100 = 86%</li> <li>0.86 x 5 = 4.3</li> </ul> </li> </ul>		
	Bidder must provide a schedule, clearly describing each of the steps that will be taken from the start to the end of the contract. The Bidder will provide a detailed time schedule in terms of working days. Bidders must demonstrate this requirement in a point form Word document of no more than one page in twelve point Arial font, or		
R5	equivalent. A sample schedule is included in Attachment 2 to Part 4 – Sample Work Plan.	5	
	Full points will be awarded to work plans which clearly assign tasks, timeframes to each team member, identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work, and identifies potential risks and/or challenges and how these will be mitigated.		
R6	Bidder must identify who will act as liaison with the Technical Authority for all aspects of the research to be conducted. The Bidder must identify the resource(s) directly responsible for project management, fieldwork (in each official language), analysis,	5	
	<ul> <li>and reporting.</li> <li>Points will be awarded as follows:</li> <li>Identification of liaison – 2.5 points</li> </ul>		

	<ul> <li>Identification of resource(s) –</li> <li>2.5 point</li> </ul>		
Total		110 points	

# **Mandatory Financial Criteria**

Bids must meet the mandatory financial criteria specified in the table inserted below. Bids that fail to meet the mandatory financial criteria will be declared non-responsive.

Each criterion should be addressed separately.

ID #	Mandatory Financial Criteria	Met / Not Met	Supporting Details
	The bidder's proposal must not exceed the maximum available budget of \$85,000.00 for professional services. (Excluding applicable taxes.)		

# ATTACHMENT 2 TO PART 4 – SAMPLE WORK PLAN

# **Schedule**

Contract awarded	TBD	ECCC/PWGS
Questionnaire provided to supplier		
Suppliers questions on questionnaire		
Pre-test of questionnaires	TBD	PA
First invoice submitted to PA, forwarded to and paid by	TBD	All
client		
Following the pre-test for each post event survey		
Timing of smog and/or extreme temperature event	TBD	PA
provided to supplier (up to 12)		
survey conducted (up to twelve over the three year	TBD	Supplier
period)		
Data tables and interim report provided to PA	TBD	Supplier
First invoice for the specific survey submitted to PA,	TBD	All
forwarded to and paid by client		
Draft report submitted	TBD	Supplier
Comments on draft report provided to PA	TBD	Supplier
Report accepted	TBD	PA
Second invoice for the specific survey provided to PA,	TBD	All
forwarded to and paid by client		
Report shared with partners	TBD	PA
Report submitted to LAC	TBD	PA
Contract end-date	TBD	ECCC/PWGS

# ATTACHMENT 3 TO PART 4 – REFERENCE QUESTIONS

Reference Name: Reference Contact Information:

Project

- Title:
- Date:
- Number of respondents:
- Number of media used:

#### Questions

- 1. Timeliness:
  - a. Was communication with the Bidder easy to establish? Yes No NA
  - b. Were requests to the Bidder answered in a timely manner? Yes No NA
  - c. Did you have any issues with the Bidder providing service within your requested timeline?
     Yes No NA
- 2. Sampling Methodology:
  - a. Did the Bidder's sample represent the desired demographic for your survey? Yes No NA
  - Were you pleased with the sampling methodology that was used for your survey(s)?
     Yes No NA
  - Were you happy with the geographical representativeness of your surveys sample? Yes No NA
  - d. Were you happy with the Bidder's ability to use mixed sampling techniques (phone, online, on-site, etc) in your survey?
     Yes No NA
- 3. Reports and Results:
  - a. Were you pleased with timeliness of the delivery of your survey results and reports?
    - Yes No NA
  - Were you pleased with the quality of statistical analysis that was provided in these results and reports?
     Yes No NA

# **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

# 1. Certifications Required Precedent to Contract Award

# 1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

# **1.2** 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 (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - 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.

# 2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### 2.1 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.

# 2.2 Education and Experience

SACC Manual clause A3010T 2010-08-16 Education and Experience

# PART 6 - RESULTING CONTRACT

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

**Title:** Post-event surveys for the Health and Air Quality Forecasting Program

#### 1. Security Requirement

**1.1** There is no security requirement applicable to this Contract.

#### 2. Statement of Work

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

# 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *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.

# 3.1 General Conditions

2010B <u>2018-06-21</u>, General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

# At Section 12 Transportation Costs

*Delete:* In its entirety *Insert:* "Deleted"

#### At Section 13 Transportation Carriers" Liability

*Delete:* In its entirety. *Insert:* "Deleted"

At Section 18, Confidentiality: *Delete:* In its entirety *Insert:* "Deleted"

#### Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

# A. For professional services requirements where the deliverables are copyrightable works:

# At Section 19 Copyright

**Delete:** In its entirety

- **Insert:** 1. In this section:
  - "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists. "Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

- 2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the <u>Copyright Act</u>, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
- 4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
- 5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

# 3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Name of Resource	Role / Title

# 4. Term of Contract

# 4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2021 inclusive.

# 4.2 Option to Extend the Contract

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

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

### 5. Authorities

# 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alyssa Festeryga Title: Procurement Officer Environment Canada Procurement and Contracting Address: 45 Alderney Drive, Dartmouth NS B2Y 2N6

Telephone: 902-426-9150 E-mail address: <u>alyssa.festeryga@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.

# **5.2 Technical Authority** – To be inserted at contract award

The Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title:	
Organization: _	
Address:	

Telephone:	
Facsimile:	
E-mail address	:

The Technical Authority named above 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 Technical Authority, however the Technical 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.

# 5.3 Contractor's Representative – To be completed by Bidder

Contact Name:
Telephone:
Facsimile:
E-mail address:

## 6. **Proactive Disclosure of Contracts with Former Public Servants**

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

#### 7. Payment

#### 7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \_\_\_\_\_\_ (to be inserted by the Bidder) per survey. Customs duties are included and Applicable Taxes are extra.

#### 7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_(To be inserted at contract award). Customs duties are included and the Applicable Taxes are extra
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the

Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 7.3 PWGSC SACC Manual clauses

A9117C 2007-11-30 T1204 - Direct Request by Customer Department

#### 8. Invoicing Instructions

#### 8.1 Multiple Payments

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
  - (i) 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;
  - (ii) all such documents have been verified by Canada;
  - (iii) the Work delivered has been accepted by Canada.

#### 9. Certifications

#### 9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a **condition** of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **10. Applicable Laws** – To be completed by Bidder

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

# 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) Modified 2010B General Conditions Professional Services (Medium Complexity) (2018-06-21)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_. To be completed by Bidder

#### 12. Insurance Requirements – Specific requirement

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadianbased Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

# 13. No Responsibility to Pay for Work not performed due to Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

# 14. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

# 15. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
  - a. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - i. the name, qualifications and experience of the proposed replacement; and
  - ii. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

# 16. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and

clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

# 17. Identification Protocol Responsibilities

- 1. The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:
- 2. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- 3. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor;
- 4. If a Contractor 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 a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- 5. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the 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 or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- 6. 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.

# 18. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

# 19. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
  - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## ANNEX A STATEMENT OF WORK

#### 1. Objective

- 1.1. Run post-event surveys for the Health and Air Quality Forecasting Program.
  - 1.1.1. The post event factual survey questionnaires are designed and approved.
  - 1.1.2. There are five (5) possible event scenarios: an air quality event, an air quality and heat event, an air quality and cold event, an extreme heat event, and an extreme cold event.
  - 1.1.3. Up to five (5) post-event surveys will be run during the contract, with an option for two (2) additional years, giving a minimum of one (1) and a maximum of fifteen (15) post-event surveys.
  - 1.1.4. Each survey will have a sample size of at least four hundred (400) and last ten (10) minutes.
  - 1.1.5. The surveys will be done by Random Digit Dialing (RDD) or equivalent telephone, cell phone only sampling, on-line, or any combination thereof.
  - 1.1.6. Topline results, banner tables, a written report, and the data in SPSS format will be provided after each survey is completed.
- 2. Background
  - 2.1. The Health and Air Quality Forecasting Program of Environment and Climate Change Canada (ECCC) provides air quality forecasts to Canadians, and also focuses on the weather elements that effect public health, extreme temperatures, and ultra violet radiation as represented by the UV Index. Our goal is to provide Canadians with the risk communication information they need to act to protect their health, the health of those close to them, and the environment. Our health based weather forecasts and warnings are especially important to those most at risk from the negative effects of air pollution and extreme temperature.
  - 2.2. As part of our ongoing program performance management, we have run two to five (2-5) post event surveys a year during air quality and/or extreme temperature events. We use the post event surveys to help us determine:
    - 2.2.1. If the public received the forecast/advisory
    - 2.2.2. If the public understood the forecast/advisory
    - 2.2.3. If the public did anything differently because of the forecast/advisory.
- 3. Tasks
  - 3.1. The successful Bidder will program and pre-test the full survey instrument in both official languages. The pre-test will represent twenty five (25) interviews, fifteen (15) English and ten (10) French. The Contractor will arrange for the Technical Authority to listen to a pre-test on-site or by teleconference from a remote location.
  - 3.2. The successful Bidder will prepare a sampling plan that ensures respondents are stratified by region (within the area of the event), gender and age; ideally at least 50% of respondents will fall into the at risk population. The at-risk population includes: people with existing respiratory or cardiovascular conditions, children under twelve, the elderly, and those active outdoors. Children under twelve, will have to be represented by a parent.
  - 3.3. The field work will be conducted in both official languages.
  - 3.4. Post event surveys A ten (10) minute survey (telephone, cell phone only sampling, web panel, or any combination of the above) will be administered in the respondent's official language of choice, up to five (5) times a year. The Technical Authority will

inform the Contractor when an event is occurring as well as determine the sampling method to be used (telephone, cellphone sampling, online, or any combination of these methods) with enough lead time for the Contractor to set up the survey. This varies from one event to another, but ECCC will give forty-eight (48) hours advance notice.

- 3.5. One of the goals of the research is to get a better idea of how eighteen to thirty four (18 to 34) year olds (25% of the Canadian population) are responding to the event. As land line telephone surveys under sample this age group, mixed surveying methods using telephone, cell phone only sampling and on-line (RDD for all) will be used when possible. This is to insure 25% of respondents are in this age group. The location of the survey will affect the medium of the survey. For example, cellphone only and on-line surveying could be more difficult in some rural areas.
- 3.6. The goal is to have a sample size of four hundred (400) to give a margin of error of at least 4.85%. However, there is no way of knowing ahead of time what the population of the community surveyed will be. Therefore, the Bidder will propose a sample plan for small, medium, and large communities that will allow for flexibility in the sample size as well as the sampling method, to give the desired margin of error and percentage of the at-risk population surveyed (around 50%).
- 3.7. For land line and cell phone only sampling, RDD, an RDD panel, or equivalent will be used.
- 3.8. For on-line sampling, an RDD panel or equivalent will be used. The Bidder will indicate if they have such a panel already or if they will sub-contract for on-line research. The Bidder will also supply details of the composition of the panel, how often it is refreshed, the participation rate and the locations available.
- 3.9. The sampling plan for the survey must take into account the need to complete all interviews within two (2) days of the ending of an air quality advisory and/or extreme temperature event. The Contractor must ensure a minimum of eight (8) call backs are made to each number before the number is retired.
- 3.10. The Contractor will supply topline results, banner tables, and a report after each survey. In addition, the Contractor will provide bilingual quality control of the survey and any written reports.
- 3.11. Written reports must include project methodology and results. This includes: sample size, sampling procedures, dates of research fieldwork, weighting procedures, confidence interval, margin of error, response/participation rates and method of calculation, a discussion of the potential for non-response bias, the research instrument and all information about the recruitment and execution of the fieldwork that is needed to duplicate the research. A description of the event itself must be included, and will be provided by Environment and Climate Change Canada.
- 3.12. Although this is not public opinion research it must still follow PWGSC's best practices for surveys (http://www.tpsgc-pwgsc.gc.ca/rop-por/pratiques-practices-eng.html), the privacy act (<u>http://laws-lois.justice.gc.ca/eng/acts/p-21/index.html</u>), and the official languages act (<u>http://laws-lois.justice.gc.ca/eng/acts/o-3.01/page-1.html</u>).
- 4. Deliverables
  - 4.1. Pre-tests of the survey questionnaire.
  - 4.2. For each survey:
    - 4.2.1. A fully labelled dataset in SPSS format (Statistical data format).
    - 4.2.2. Topline results received by the Technical Authority within one (1) week of survey completion.
    - 4.2.3. Banner tables, demographic and other variable breakdown to be determined by ECCC in consultation with the successful Bidder received by the Technical Authority within one (1) month of survey completion.

- 4.3. A draft and final written report in electronic format, MS WORD and PDF in English and French. Final Reports must be received by the Technical Authority within three (3) months of survey completion. The report must include:
  - 4.3.1. a brief description of the methodology used;
  - 4.3.2. sample size, sampling procedures and dates of fieldwork;
  - 4.3.3. weighting procedures, confidence intervals and margins of error, response rate, and method of calculation;
  - 4.3.4. the research instrument used;
  - 4.3.5. an analysis of the survey results with an emphasis on how the data collected help inform program goals and requirements.

## 5. Work Location

5.1. The Contractor will fulfill this contract at their own location.

6. Travel

6.1. There is no travel associated with this contract.

#### ANNEX B BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \_\_\_\_\_\_ (to be inserted by the Bidder) per survey. Customs duties are included and Applicable Taxes are extra.

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.

The per-survey price is all-inclusive, including but not limited to professional fees (labor), materials and equipment required to perform the Work, administrative fees (e.g. insurance, training), and any travel that is at the Contractor's discretion.

#### **Financial Proposal**

The estimated number of surveys is provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes

DeliverableFirm Price per SurveyEstimated Number of SurveysTotalPost-event Survey5-Option Year 1Post-event Survey5Subtotal – Option Year 1Option Year 2Post-event Survey5Subtotal – Option Year 1Option Year 2Post-event Survey5TotalTotalTotalTotalTotal Estimated Contract Value	Year 1			
Subtotal – Year 1       Option Year 1       Post-event Survey     5       Subtotal – Option Year 1       Option Year 2       Post-event Survey     5       Subtotal – Option Year 2       Subtotal – Option Year 2       Total       Taxes%	Deliverable	-		Total
Option Year 1         Post-event Survey       5         Subtotal – Option Year 1         Option Year 2         Post-event Survey       5         Subtotal – Option Year 2         Total         Taxes%	Post-event Survey		5	
Post-event Survey     5       Subtotal – Option Year 1       Option Year 2       Post-event Survey     5       Subtotal – Option Year 2       Total       Taxes%				
Subtotal – Option Year 1       Option Year 2       Post-event Survey     5       Subtotal – Option Year 2       Total       Taxes%		Option	Year 1	
Option Year 2           Post-event Survey         5           Subtotal – Option Year 2         Total           Taxes%        %	Post-event Survey		5	
Post-event Survey     5       Subtotal – Option Year 2       Total       Taxes%		Subtotal – Option Year 1		
Subtotal – Option Year 2       Total       Taxes%		Option	Year 2	
Total Taxes%	Post-event Survey		5	
%	Subtotal – Option Year 2			
	Total			
Total Estimated Contract Value	Taxes%			
	Total Estimated Contract Value			

#### ANNEX C FORMER PUBLIC SERVANT – COMPETITIVE BID FORM

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lumpsum 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, 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 timeframe will render the bid non-responsive.

# Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

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

# Work Force Adjustment Directive

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

## Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

Name and Signature

Date

#### ANNEX D LETTER OF AVAILABILITY AND WILLINGNESS TO PERFORM WORK UNDER THE CONTRACT

I, \_\_\_\_\_, confirm that I am willing and available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation, and that I am willing to undergo any required training to do the work.

I further confirm that \_\_\_\_\_\_, has the authorization to provide my name as a resource in its bid for the Review of the Post-event surveys for the Health and Air Quality Forecasting Program Contract.

Name and Signature

Date

## ANNEX E INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u> <u>Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

# For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

# For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.