

A1. RFP AUTHORITY

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Request for Proposals (RFP)

For Health Canada

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

**THIS RFP DOES NOT CONTAIN A
SECURITY REQUIREMENT.**

A3. TITLE

Development of user-friendly and interactive Healthcare Facility Custodial Staff Training Modules application.

A4. SOLICITATION NUMBER

1000161246

A5. DATE

August 25, 2014

A6. BID SOLICITATION DOCUMENTS

The RFP is divided into five (5) parts as follows:

1. Section I – Bid Submission Requirements
2. Section II – Evaluation Criteria
3. Section III – Financial Bid
4. Section IV – Certifications
5. Section V – General Instructions
6. Appendix 1 - Draft Contract, and its annexes
Annex A - Statement of Work
Annex B - Security Requirements Checklist (if applicable)

A7. BID DELIVERY

Bids must be received by no later than **14:00 (2 p.m)** on September 15, 2014 (**Eastern Standard time**) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive, and will be returned to the Bidder unopened.

You are invited to submit electronic copies in either official language (English or French) of both the Technical and Cost Proposals. The RFP Reference Number and the name of the Requirement must be in the subject line.

A8. BID CONTENT

Bids must be structured in the following manner:

- **One (1) copy** of a Covering Letter, signed by an authorized representative of the Bidder;
- **One (1) copies** of the Technical Bid;
- **One (1) copies** of Sections “III” – “Financial Bid” and Section “IV” (Certifications) including all the information required in a separate envelope marked “Financial Bid.” Failure to provide the Financial bid and Certifications in a separate sealed envelope will render a bid non responsive. No prices must be indicated in any other section of the Bid.

Failure to comply with these instructions will result in the entire bid being declared non-responsive.

A9. BID VALIDITY

Bids will remain valid for a period of **ninety (90)** calendar days following the Closing Date.

A10. ENQUIRIES

All enquiries must be submitted in writing to the designated RFP Authority identified in A1 by no later than **seven (7)** calendar days prior to the Closing Date in order to allow sufficient time to provide a response.

A11. APPLICABLE LAWS

In accordance with G115, 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.**

SECTION “I” – BID SUBMISSION REQUIREMENTS

- 1.1 This section outlines the information Bidders are required to submit. To be declared responsive, a bid must:
- a. comply with all the requirements of the RFP;
 - b. meet all the mandatory technical and financial evaluation criteria;
 - c. obtain the required minimum points for each point-rated criterion with a pass mark;
 - d. obtain the required minimum overall score for the technical evaluation criteria which are subject to a point rating.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. An evaluation team comprised of representatives of Canada will evaluate the bids.

- 1.2 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract.
- 1.3 It is the Bidder’s responsibility to obtain clarification of the requirements contained in the RFP, if necessary and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Authority identified in A2 (RFP Authority) and in accordance with section A10 (Enquiries).
- 1.4 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source are not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.
- 1.5 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 for hardcopy submissions;
 - b. use a numbering system that corresponds to the RFP.

In order to promote environmental considerations, bidders are further encouraged to 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

- 1.6 Both Health Canada and the Public Health Agency of Canada have adopted electronic direct deposit as their preferred method for paying invoices. Suppliers are encouraged to register for electronic direct deposit and to provide their account information upon request.

SECURITY REQUIREMENTS

- 2.1 There are no security requirements.

INTELLECTUAL PROPERTY

- 3.1 The Crown will retain any Intellectual Property originating from the contract.

EVALUATION PROCEDURES

- 4.1 The Technical Bid will first be evaluated against the mandatory technical criteria of the RFP. If the bid meets all the mandatory criteria, and the RFP contains point-rated criteria, the evaluation committee will then evaluate the point-rated technical criteria. If the mandatory technical criteria are not met, the point-rated technical criteria will not be evaluated and the bid will be given no further consideration.
- 4.2 Only technical bids that meet the mandatory technical criteria and the minimum score required in the point-rated technical criteria will be further evaluated against the mandatory financial criteria on the basis of the Bidder’s Financial Bid.
- 4.3 In the case of technical bids which are found to be non-responsive, the Financial Bid will be returned unopened to the Bidder with a notice indicating that the Bid was non responsive.

SUPPLIER SELECTION METHOD

Option 1 -5.1 Highest combined rating of technical merit and price
For each responsive bid, the technical merit score and the pricing score will be added to determine its total combined score. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. If two (2) or more responsive bids have the same combined total score, the responsive bid with the lowest evaluated price will be recommended for contract award.

To determine the overall score obtained by a bidder, the following weighting will be used to establish the technical and financial score:

Technical weighting: 60%
Price weighting: 40%

Technical score = $\frac{\text{Bidder's technical points} \times 60\%}{\text{maximum points}}$

Financial score = $\frac{\text{Lowest priced bid} \times 40\%}{\text{Bidder's total evaluated price}}$

Total score = Technical score + Financial score

Note: Bids for which the total evaluated bid price is 150% greater than the lowest price of all bids received will automatically receive a score of “0 points” for the financial score.

The following is an example that illustrates how this calculation would be made. The dollar figures shown are for the purposes of this example only; bidders are not to infer their bid price based on the examples provided below.

	Bid 1	Bid 2	Bid 3	Bid 4
Total evaluated price of each responsive bid	\$100,000.00	\$120,000.00	\$140,000.00	\$220,000.00

In the example above, bid 4 would receive “0 points” for its financial score as it exceeds the lowest priced bid by more than 150% ($\$100,000 * 150\% = \$ 150,000$).

Annex A (Statement of Work)

1. Project Scope

To develop interactive learning modules for in class training and self-directed learning on infection prevention and control (IPC) and on proper cleaning and disinfection techniques for custodial staff working in nursing stations and health centers in on-reserve First Nations communities.

1.1 Title

Development of user-friendly and interactive Healthcare Facility Custodial Staff Training Modules application.

1.2 Introduction

First Nations and Inuit Health Branch (FNIHB) assures the availability of health services to on-reserve First Nations communities south of the 60th parallel. Health care services in these communities may be delivered in nursing stations, community health centres, in client homes, long-term care facilities and other settings. The delivery of these services is the responsibility of the community regional or tribal health authority or the responsibility of Health Canada and in some instances, the responsibility of both. Health Canada has a role in assuring the quality of services provided in healthcare facilities on-reserve, which includes a consideration of practices that reduces the spread of communicable diseases and healthcare-associated infections.

1.3 Estimated Value

The estimated value of the originating contract will be determined by the level of effort indicated in the received proposals.

1.4 Objectives of the Requirement

The objective of this requirement is to award a contract to a qualified contractor capable of providing HC with eLearning-related instructional design, course development, graphic design, and application programming services.

For this requirement, revisions must be possible without the need to re-compile the entire course/application. Typical custom-built eLearning applications will be written using standard internet markup and scripting languages such as HTML, XHTML, XML, XSLT, and JavaScript. Adobe Flash can also be used to provide interactive elements, but not as a page or course framework in order to facilitate provision and maintenance of accessible versions.

Given the target audience, this successful contractor must:

- Create new graphic designs that are culturally appropriate and reflect First Nations realities.
- Create animations that are culturally-sensitive and reflect First Nations realities.
- Create audio material that are culturally-sensitive and reflect First Nations realities.
- Record narration in English and French using the voice of a First Nations individual.
- Take pictures that are true representation of on-reserve First Nations health centers and nursing stations.
- Work closely with the Infection Prevention and Control (IPC) Expert to develop the interactive portions of modules.
- Integrate all of the above-mentioned (i.e.: content, graphics design, animations, audio materials, narration and pictures) into interactive multi-media training modules.

Ensure that the final product demonstrates a true representation of on-reserve First Nations health centers and nursing stations.

The final product will include an evaluation. This evaluation tool will; 1- assess the participant's

knowledge retention 2- capture participant's feedback on the module's format and usefulness.

1.5 Background, Assumptions and Specific Scope of the Requirement

As a demonstration project, FNIHB developed an audiovisual training tool in the form of an executable file for personal computer, comprised of eight distinct and related modules. The modules were aimed at teaching concepts of IPC and proper cleaning and disinfection techniques for cleaning/housekeeping staff working in nursing stations and health centres on-reserve. The product was developed by staff on the Communicable Disease Emergencies (CDE) team. The team researched and devised the content, wrote scripts, recorded audio segments, and compiled relevant photos to illustrate the concepts. A contractor was hired to compile the photos and audio files into an interactive platform using Adobe Flash.

The tool was pilot tested in two First Nation communities, one in Sioux Lookout Zone, Ontario and one in a Vancouver area community, British Columbia. The tool was also shared with FNIHB regional offices staff through the Communicable Disease Working Group (CDWG). The tool was very well received and feedback was obtained on how to improve the product.

At present, a contractor is working on developing the content of 10-12 IPC modules based on feedback obtained from pilot tests. This contract is needed to create graphics, animation, narration, audio, video and photos to enhance these modules and to create accurate, consistent and appealing multi-media learning products for First Nations custodial staff.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

2.1.1 Tasks

After viewing the existing modules and feedback received from pilot tests and regional offices the contractor will create the eLearning course using industry best practices. The following steps must be adhered:

- Instructional design plans will be created. HC will review and provide documentation approvals.
- Scripts will be created to define the content based on the IPC expert matter scripts.
- Scripts will be reviewed by HC and be given documented approval.
- Storyboards will be created to define interactions.
- The Storyboards will be approved by HC on each document before programming begins.
Programming will not begin until Storyboards have been approved.
- Translation of the entire storyboards will be undertaken, paid for and approved by HC.
Translated source materials are not an acceptable substitute for translated storyboards.
- A complete and functional English version of each product will be developed prior to any work being started on the French version.
- HC will review and approve/sign-off on the English version.
- After approval, French and Accessible versions of the course will be created.
- Ensure that all requirements stated above are SCORM 2.0 and WCAG 2.0 compliant and developed so as to be functional in Health Canada's LMS (Moodle) eLearning environment.
- Based on best practices and the contractors experience, provide suggestions on how best to present the material in a computer based training format.
- The course must be compliant with Government of Canada's Common Look and Feel 2.0 (CLF) Policy as well as the Treasury Board Secretariat's Standard on Web Accessibility (WCAG 2.0).
- There should be no third-party symbols or logos on the computer based training format).
- Design, develop, program and implement a fully functional prototype that demonstrates all of the functionalities described in the fully scripted storyboards and that demonstrates a high degree of

usability and engagement of the learner in usability tests with representative target audience users;

- users must be able to toggle between English and French versions as well as between the English standard and accessible versions and French standard and accessible version.
- The eLearning course will include a mandatory evaluation test with mandatory pass mark to be defined by Health Canada.. The evaluation should also capture participant's feedback on the module's format and usefulness
- Use existing database or create new pictures, video and animations featuring aboriginal populations and showing realistic situation in First Nations care settings to accompany the infection prevention and control scripts.
- Record speech, music and other sounds; dialogue for each module must be recorded in English and French.
- Integrate multi-media and interactive elements together to create final French and English versions of the learning product.

2.1.2 Deliverables

1. Source coding, working files, and the original, high resolution versions of any graphic templates, animations, photos and recordings created or captures for this project.
2. Final French and English version of the multi-media learning products in an executable file format to be delivered on CD-ROM/USB key or any other device previously approved by health Canada.
- 3.800 copies of final product, HC approved.
4. It would also be an asset if the contractor provides a hard copy of the module, including interactive learning activities with each module as trainer's guidebook for in class trainings to accompany the final product.

2.2 Specifications and Standards

Refer to sections 2.1, 2.3 and 2.4

2.3 Technical, Operational and Organizational Environment

Content for the development of eLearning courses will be presented to the contractor in Microsoft Word and PowerPoint (2003). The contractor must be able to access and retrieve data from these formats.

In order to be compatible with HC systems, the courseware developed for the eLearning solutions must be:

- Fully functional within a SCORM 2.0 compliant environment;
- Fully functional within combinations of Windows 2000 and later Operating Systems, Internet Explorer 6 and higher;
- Programmed for viewing at screen resolutions of 800x600 (and higher) with no horizontal scrolling;
- Programmed in a format that allows the HC Project Manager & Technical Authority to edit the content in future years.

If additional photos and images are to be used, in addition to those created or captured by the contractor for this project, then only royalty-free or original artwork and/or formats that are freely available for reuse are to be considered. HC will not approve extra costs over the project maximum for royalty fees (or any other related fees) without consultation. A comprehensive listing of all images used (with their source cited) must be provided to HC upon request. Any stock photo/graphics/animations, fonts, sound/music files and video footage used on any material for HC must be provided in its original form.

2.4 Method and Source of Acceptance

All deliverables of this requirement will be delivered in hard copy and electronic format to the National Program Coordinator of CDE. The National Program Coordinator will ensure that all deliverables and reports meet the FNIHB requirements. Comments will be provided within five (5) working days. The contractor will then have five (5) working days to make the necessary revisions.

- Development of each deliverable is to be done in consultation with the HC Departmental Representative(s).
- Each deliverable will be subject to review and revision by the Technical Authority (or delegate) and the HC Departmental Representative(s).
- The milestone will not be considered complete until the contractor has implemented the requested changes, to the satisfaction of the HC Departmental Representative(s) and of the Technical Authority.
- Comments on the submitted deliverables will be returned to the contractor within five (5) working days of receipt.
- All final deliverables are to be provided to the HC Departmental Representatives and to the Technical Authority in both official languages within the timelines stipulated.

2.5 Reporting Requirements

The contractor will participate in status meetings every two weeks (in person and/or via telephone/videoconference) and will submit single copy progress reports to the Project Authority by email. The progress reports will provide information on work done during the reporting period, planned activities for the next period and any areas of concern pertinent to the contract, such as difficulties encountered in carrying out the work plan, possible solutions and other important issues impacting the project.

2.6 Project Management Control Procedures

The CDE National Program Coordinator, within CDCD, will be the HC Project Authority and shall review all written material submitted as deliverables as specified in the project.

The HC Project Authority will provide comments to the contractor indicating any changes required to the deliverables, services, written reports and processes.

The HC Project Authority shall meet with the contractor to review all written and submitted deliverables identified in *Section 2.1 Tasks, Activities, Deliverables, and Milestones*.

Meetings to review the deliverables may be held from time to time at the HC Project Authority's location, or take place via conference call. Required documentation for discussion will be provided by the contractor to the HC Project Authority 48 hours prior to the meeting.

The National Program Coordinator will:

- Ensure that the contract will be brought in on time;
- Ensure the respect of the budget;
- Ensure that all deliverables are met;
- Ensure the quality of the product.

2.7 Change Management Procedures

Any changes to the timing and/or scope of contract activities will be determined by mutual agreement between the contractor and Health Canada. No amendments to the scope of contract are anticipated.

2.8 Ownership of Intellectual Property

The Crown will retain any Intellectual Property originating from the contract.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

Departmental Representative

Acting/Director, Communicable Disease Control Division
Interprofessional Advisory Program Support
First Nations and Inuit Health Branch
Health Canada

Project Authority

Acting/National CDE and IPC Program Manager
Interprofessional Advisory Program Support
First Nations and Inuit Health Branch
Health Canada

Administration / Invoicing

Adjointe administrative
Interprofessional Advisory Program Support
First Nations and Inuit Health Branch

The CDCD Director or designate, will act as the Departmental Representative. The National Program Coordinator or designate, will act as the Project Manager and Technical Authority. The Administrative Officer will handle administration and invoicing questions.

3.2 Health Canada Obligations

The CDE team will provide the contractor with:

- a. the demonstration project product (modules);
- b. table compiling feedback received from pilot testing of modules;
- c. detailed analysis / consultation on proposed changes;
- d. already existing scripts

FNIHB will provide the Contractor with;

- a. access to national/regional staff responsible for the CDE Program/IPC work;
- b. comments on draft reports within five (5) working days

3.3 Contractor's Obligations

The Contractor's obligations under this contract are those as detailed under Section 2.1 entitled:

Tasks, Activities, Deliverables and Milestones of this SOW.

In addition, the contractor will:

- a. Complete all work in his own workplace and using his own equipment, software, and tools.
- b. Attend meetings at a HC (in person or via teleconference) office in Ottawa of HC's choosing as required.
- c. Keep all documents and proprietary information confidential.
- d. Maintain all documentation in a secure area.
- e. Return all materials belonging to HC upon completing the contract.
- f. Communicate with the Departmental Representative as needed.
- g. Ensure the timely delivery of all deliverables, as specified under the terms and conditions of this Contract

3.4 Location of Work, Work Site and Delivery Point

The contract will be interpreted and governed by the laws of the Province of Ontario.

The majority of the work will be completed at the Contractor's office. FNIHB office space and resources may be required and will be arranged by the CDE National Program Coordinator or designate as needed.

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

3.5 Language of Work

The language of work for this contract will be English. All deliverables will be provided in English & French.

3.6 Special Requirements

There will be no requirements for special licenses, information on patents, permits, bonds or import/export details for the purposes of this contract. The data acquired through this contract is not classified.

All storyboards, scripts, graphics, source code and any other materials used in the creation of this eLearning course must be provided to Health Canada in its native, editable format so that Health Canada can edit, modify or up-date the content at a later date.

3.7 Security Requirements

There are no security requirements

3.8 Insurance Requirements

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

3.9 Travel and Living Expenses

No travel and living expenses will be approved as part of this contract.

4.0 Anticipated

Project Schedule

#	Milestones	Timelines	Invoice Date
1	Preliminary first meeting	August 25, 2014	
1	Revision by Program for content and navigation	November 24, 2014	First invoice
2	Revision of French Content by Program once it is translated	February 09,2015	Second invoice
3	Final product	March 02, 2015	Last invoice

Expected Period of Work and Completion Dates

The term of this SOW will begin upon contract award and end before or by March 31st, 2015.

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

#	Milestones	Timelines	Date
	Preliminary Meeting Work plan development & content overview (including research and recommendations from focus testing)		August 25, 2014
	Design of tool template	10 days	September 22, 2014
	Approval of new template design of tool	4 days	October 20, 2014
	Revision by Program for content and navigation	10 days	November 24, 2014
	Contractor Edits	5 days	December 22, 2014
	Revision of “final draft” modules for approval	5 days	January 19, 2015
	Revision of French Content by Program once it is translated	10 days	February 09, 2015
	Pouring of French copy into modules (see if need to be coded in French or if can pour copy into existing English templates)	5 days	February 23, 2015
	Final Approval of all modules	7 days	March 02, 2015

5.0 Required Resources or Types of Roles to be performed

It is the responsibility of the Contractor to ensure that all proposed staff, including sub-contractors, meets the Educational and Experience for each required Resource, as indicated in Attachment 1 to Part 5, Certifications Precedent to Contract Award of this RFP.

INSTRUCTION DESIGN & DEVELOPMENT SERVICES

a) Project Management

- Assist the HC eLearning team to achieve project objectives;
- Provide early identification of issues that may affect achievement of eLearning product objectives;
- Provide functional and technical advice;
- Managing the scope of the eLearning program;
- Managing client expectations;
- Developing and updating detailed, deliverables-based, project plans including a work schedule and resource breakdown;
- Tracking project plans and managing resources;
- Managing the change control process;
- Managing accurate internal project reporting;
- Managing client communications and reporting;

- Managing risks and implementing problem resolutions;
- Managing the design and development of the eLearning program to remain on budget; achieve expected outcomes; ensure on-time delivery, and to achieve total client satisfaction;
- Report to the HC Project Authority on the progress, issues and quality related to the functionality of the eLearning solution being developed.
- Balancing resources and workload across various projects to optimize resource allocation;
- Planning, organizing, directing and controlling quality assurance of eLearning programs; and
- Assigning specific tasks to project resources.
- Work closely with the Infection Prevention and Control (IPC) Expert to develop the interactive portions of modules.

b) Instructional Design/Course Developer Activities

- Create a Project Definitions document:
 - o conduct a needs analysis by assessing business requirements;
 - o interview project stakeholders; s
 - o assess technical requirements;
 - o analyze the current state of the available content;
 - o characterize the target audience (background, skills, knowledge); and
 - o elaborate on the learning needs of the target audience (i.e. goals, learning approach, product scope, and implementation context), with particular emphasis on the needs of adult learners.
- Assist in the identification and planning of activities;
- Transfer functional and technical knowledge to HC employees through individual and group training and demonstrations, written instructions and documents;
- Perform a detailed content analysis:
 - o review the existing content;
 - o identify content gaps;
 - o identify technical specifications for the developed solution;
 - o identify sources of content;
 - o generate content with subject matter experts;
 - o identify intellectual property rights that must be acquired; and
 - o develop a work plan to source, develop and validate the required content.
- Generate and validate content with subject matter experts:
 - o obtain and generate content through research, structured interviews or focus groups;
 - o develop examples, exercises, case studies, simulations, anecdotal material, scenarios and other relevant information, as required;
 - o structure the content into an instructionally valid sequence; and
 - o validate the content as complete, comprehensive and correct.
- Develop an e-Learning program instructional plan, which may include a description of the following items:
 - o program goals and objectives;
 - o implementation context;
 - o content scope;
 - o target audience;
 - o instructional design considerations;
 - o program structure; and
 - o sequence and courseware specifications chart.

- Develop and write scripted storyboards:
 - o produce scripted storyboards which outline navigation flow, detailed interaction descriptions and graphical elements for each web page;
 - o validate with the client that the scripted storyboards meet the learning objectives of the eLearning program;
 - o review and validate the scripted storyboards with graphic designers and programmers; and
- Research, plan and prepare a learning needs analysis.
- Work closely with the Infection Prevention and Control (IPC) Expert to develop the interactive portions of modules.

c) Graphic Design

- Ensure that the graphic design conforms with the Government of Canada's Common Look and Feel (CLF) <http://www.tbs-sct.gc.ca/clf2-nsi2/index-eng.asp>
- 2.0 guidelines and Web Content Accessibility Guidelines (WCAG) <http://www.w3.org/WAI/intro/wcag>
- Provide input into and review the fully scripted storyboards for all graphical design requirements of the eLearning program;
- Revise, update and maintain the graphical components of the storyboard document throughout the design and development of the eLearning program;
- Review and validate the graphical components of the scripted storyboards with instructional designers and programmers;
- Design, develop and generate all graphical elements as per the scripted storyboards (i.e. navigational elements, graphics, graphical text);
- Monitor the latest developments in technology and provide recommended directions to support the appropriate creative solution for eLearning programs being developed; and,
- Conduct quality assurance and product testing tasks on all graphical design elements.
- Create custom graphical elements.

d) Application Programming Services – Health Canada may choose to provide programming and/or development specifications for the development of any eLearning product. Using these specifications, Standing Offer Holder responsibilities may involve (but are not limited to) the following:

- Review and provide input for all technical components of the fully scripted storyboards
- Identify and help resolve issues to the functionality of the eLearning module(s);
- Design and develop the technical aspects of the fully scripted storyboards:
 - o design, develop and program the technical design components (i.e. course shell, navigational structure, login, page templates, navigation features and other relevant information);
 - o design, develop and program style standards (i.e. conventions for titles, font, colour, highlighting, bullets, help and other relevant information);
 - o define and/or input into technical requirements;
 - o design, develop and program a unique e-Learning solution; and
 - o design, develop and program all functional requirements.
- Design, develop, program and implement in either official language a fully functional prototype that demonstrates all of the functionalities described in the fully scripted storyboards and that demonstrates a high degree of usability and engagement of the learner in usability tests with representative target audience users;
 - o users must be able to toggle between English and French versions as well as between the English standard and accessible versions and French standard and accessible

version..

- Review and validate the scripted storyboards with instructional designers and graphic designers;
- Develop, design, program and implement in both official languages, a fully functional final version of an eLearning program:
 - o transform content (including text, graphics, programming code, and standard elements for the required interactions with Internet scripting languages (html, java script and flash), programming and multimedia tools) into an interactive format based on the scripted storyboards;
 - o generate any necessary video segments into an approved digital format;
 - o generate any necessary audio files into an approved digital format;
 - o provide all programming source codes to HC (Health Canada requires the ability to use source files provided to update and change as necessary) and a detailed technical specifications document; and
 - o use programmed learning objects
- Conduct quality assurance tasks on the eLearning program;
- Perform product testing:
- Conduct on-site installation support, if required, during the initial installation, installation of any upgrades to the product and throughout the term of the Standing Offer Agreement with HC;
- Provide product maintenance support, which includes updating the eLearning program, based on content changes or technology changes;
- Monitor the latest developments in technology and provide recommended directions to support the appropriate programming solutions for eLearning programs being developed.
- Design develop and program custom interactions.

e) Quality Assurance and Product Testing

- Conduct quality assurance tests:
 - o test the eLearning program for conformity to the scripted story storyboards;
 - o test the eLearning program for interactivity, functionality and programming bugs;
 - o assure grammatical and spelling accuracy for all deliverables;
 - o ensure consistency throughout all deliverables (i.e. bolded titles, lists in bulleted format and other relevant information);
 - o record and report faults in a change log; and
 - o ensure quality assurance on subsequent re-work of all deliverables.
- Perform product testing:
- Conduct informal quality assurance on the work being undertaken on an ongoing basis;
 - o perform technical testing (Moodle LMS platform, multiple O/S, multi-browser use, multiple versions of browsers to ensure backward compatibility);
 - o redesign and reprogram of the e-Learning program based on the results of the technical testing; and
 - o develop and conduct a Quality Assurance Test Plan and Test Report.
- Provide validated quality assurance results (QA) for adherence to WCAG 2.0 and SCORM 2.0 as determined and validated industry accepted tool.

MULTI-MEDIA DESIGN & DEVELOPMENT TEAM

A) Graphic Design

Tasks of a Graphic Designer include:

- a. Determine the best way to achieve the desired graphics either through the use of existing stock,

development of new material, or combination of both;

- b. Consulting with clients, especially national/regional staffs responsible for the CDE Program/IPC work, to establish the overall look and graphical elements;
- c. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including:
 - i. Consulting the clients regarding associated costs;
 - ii. Validating that the design is engaging and meets the client requirements.
- d. Create designs, concepts, and sample layouts of graphical elements in accordance with the Presentation Design Documents and the Scripted Storyboards.
- e. Determine size and arrangement of illustrative material and copy, and select style and size of type;
- f. Create new images using computer software;
- g. Mark up, paste, and assemble final layouts
- h. Digitizing images

Deliverables include:

- a. Graphic Concepts
- b. Graphics
- c. Sample Layouts
- d. Final Layouts
- e. Multimedia Graphic Objects

Occupational Minimum Mandatory Qualifications

- o Must have a University degree or College diploma.
- o Must have a minimum of three (3) years of experience within the last five (5) years as a Graphic Designer

B) Photography

Tasks of a Photographer include:

- a. Determine the best way to achieve the desired Photographs either through the use of existing stock, development of new material, or combination of both;
- b. Use traditional or digital cameras to take pictures either in a studio or on location;
- c. Adjust apertures, shutter speeds, and camera focus based on a combination of factors such as lighting, field depth, subject motion, film type, and film speed;
- d. Determine desired images and picture composition; and select and adjust subjects, equipment and/or lighting to achieve desired result;
- e. Scan photographs into computers for editing, storage, and/or electronic transmission;
- f. Measure light levels, distances, and numbers of exposures needed;
- g. Manipulate and enhance scanned and/or digital images to create desired effects, using computers and specialized software.
- h. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including:
 - i. Consulting the clients regarding associated costs;
 - j. Validating that the design is engaging and meets the client requirements.

Deliverables include:

- a. High quality photos;
- b. Virtual spaces;
- c. Screens shot

- d. Photos must be of true representation of First Nations.

Occupational Minimum Mandatory Qualifications

- o Must have a Secondary School diploma.
- o Must have a minimum of four (4) years of experience within the last six (6) years

C) Animator

Tasks of an Animator include:

- a. Determine the best way to achieve the desired animation either through the use of existing stock, development of new material, or combination of both;
- b. Design and create two-dimensional and three-dimensional images depicting objects in motion and/or illustrating a process, using computer animation or modeling programs;
- c. Make objects or characters appear lifelike by manipulating light, color, texture, shadow, and transparency to give the illusion of motion;
- d. Create Storyboards that show the flow of the animation and map out key scenes and/or characters;
- e. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including: Create Storyboards that show the flow of the animation and map out key scenes and/or characters;
 - i. Consulting the clients regarding associated costs;
- a. Validating that the design is engaging and meets the client requirements.

Deliverables include:

- a. 2D animations;
- b. Serious gaming objects, such as avatars, systems, and landscapes;

Occupational Minimum Mandatory Qualifications

- o Must have a Secondary School Diploma.
- o Must have a minimum of two (2) years' experience within the last five (5) years as an animator

D) Audio Producer

Tasks of an Audio Producer include:

- a. Determine the best way to achieve the desired audio, sound bite, music, sound effects, and/or audio clip either through the use of existing stock, development of new material, or combination of both;
- b. Record speech, music, and other sounds
- c. Regulate volume level and sound quality during recording sessions;
- d. Mix and edit voices, music, sound effects;
- e. Separate instruments, vocals, and other sounds, then combine later during the mixing or post production stage;
- f. Synchronize and equalize pre-recorded dialogue, music, and sound effects with animation, video, and/or into the learning product;
- g. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including:
 - h. Consulting the clients regarding associated costs;
 - i. Validating that the design is engaging and meets the client requirements.

Deliverables may include but are not limited to:

- a. High quality audio;
- b. Web-ready audio;

Occupational Minimum Mandatory Qualifications

- o Must have a Secondary School diploma.
- o Must have a minimum of four (4) years of experience within the last six (6) years as an Audio Producer.

E) Multimedia Director

Tasks of a Multimedia Director include:

- a. Determine the best way to achieve the desired audio, sound bite, music, sound effects, and/or audio clip either through the use of existing stock, development of new material, or combination of both;
- b. Coordinate the work of camera and/or audio resource(s);
- c. Coordinate with Audio Producers during the post-production process;
- d. Coordinate rehearsals and communicate the "approach, characterization, and movement" needed for each scene
- e. Coordinate the integration of the different media components into a final consistent learning product.
- f. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the client; including:
- g. Consulting the clients regarding associated costs;
- h. Validating that the design is engaging and meets the client requirements.

Deliverables include:

- a. Production ready storyboards;
- b. A finished version of the multi-media learning product in an executable file format to be printed on CD-ROM

Occupational Minimum Mandatory Qualifications

- o Must have a university degree or college diploma
- o Must have a minimum of three (3) years of experience within the last six (6) years as Multimedia Director.

F) Narration

Tasks of a Narrator include:

- a. Performing the voice dialogue of scripted storyboards whereby the narrator communicates directly to the reader.
- b. Performing the voice-over presentation to the audience (also known as off-camera or off-stage commentary).
- c. Performing voice-acting activities, not limited to, animated characters for short films, video games, etc.

Deliverables include:

- a. Sample audio recordings;
- b. Final audio recordings;
- c. Sample voice dialogue recordings;

d. Final voice dialogue recordings;

Occupational Minimum Mandatory Qualifications

- o Must have a minimum of a Secondary School diploma
- o Must have a minimum of one (1) year of experience within the last two (2) years as a narrator in both French and English

Occupation Asset Qualifications

- o Experience as a narrator for First Nations audiences.

6.0 Applicable Documents and Glossary

6.1 Applicable Documents:

Refer to Section E3.2: Health Canada's Obligations

6.2 Relevant Terms, Acronyms, Glossaries

Communicable Disease Control Division (CDCD)

Communicable Disease Emergency (CDE)

Communications Policy of the Government of Canada

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12316§ion=text>

First Nations and Inuit Health Branch (FNIHB)

Federal Identity Program 42

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12314§ion=tex>

HC (Health Canada)

Infection Prevention and Control (IPC)

Official Languages Act

<http://lois-laws.justice.gc.ca/eng/acts/o-3.01/>

Privacy Act

<http://laws-lois.justice.gc.ca/eng/acts/p-21/index.html>

SECTION “II” – EVALUATION CRITERIA

The evaluation of the following criteria is based on a “rules of evidence” approach in that the evaluation committee can only conduct its evaluation based on the contents of the Bidder’s bid. The onus is on the Bidder to ensure that its bid is complete, clear, and provides sufficient detail for the evaluation committee to evaluate the bid. Simply repeating or copying a statement contained in the RFP is not sufficient.

In order to facilitate the evaluation of the bid, Canada also requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraphs and page numbers where the subject topic has already been addressed.

For the purpose of the technical criteria specified below, the experience of the Bidder does not include the experience of the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

6.1 MANDATORY CRITERIA

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

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
M1			
M1	<p>Bidders MUST provide two (2) written project summaries describing in detail their current/previous experience in successfully converting and/or developing eLearning solutions within one or more client organization(s);. * Within each project summary provided, Bidders must indicate:</p> <p style="margin-left: 40px;">2.1 the client organization;</p> <p style="margin-left: 40px;">2.2 a brief description of the scope and intent of the project;</p> <p style="margin-left: 40px;">2.3 the dates/duration of the project;</p> <p style="margin-left: 40px;">2.4 *the specific \$-value of the project (to the Bidder);</p> <p style="margin-left: 40px;">2.5 the number of Bidder resources involved in the project;</p> <p style="margin-left: 40px;">2.6 the total Bidder level of effort (in days) during the duration of the project;</p> <p style="margin-left: 40px;">2.7 the number of client end-users utilizing/accessing the developed eLearning solution(s);</p> <p style="margin-left: 40px;">2.8 a summary of the training needs, issues and evaluation criteria;</p> <p style="margin-left: 40px;">2.9 the results of the training, together with the extent to which the project finished on-time, on-budget and in accordance with the established project goals; and</p> <p style="margin-left: 40px;">2.10 the name, address and telephone</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

	<p>number of the client project authority for each project to whom the Bidder reported for reference purposes.</p> <p>2.11 provide detailed Project Plan</p> <p><i>Note: Health Canada reserves the right to check references by contacting one or all of the references provided. Health Canada also reserves the right to reject a bidder if in checking references they do not confirm the resources work experience and information provided by the bidder.</i></p>		
M2	Bidders must provide an English version and a French version of an E-Learning product.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

6.2 POINT-RATED TECHNICAL CRITERIA

In addition to meeting the Mandatory Criteria, the Bidder should also address the Point-Rated Criteria identified below.

Minimum overall score

The overall minimum cumulative score is of (24) points for the sum of technical criteria R1, R2, R3 and R4 . Bids that fail to meet the minimum score of (24) points will be declared non-responsive and no further consideration will be given to the bid.

Item	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
R1	<p>As per M1 the Bidder has provided two (2) Project summaries demonstrating a clear, logical and feasible Project/Work Plan with punctual delivery of the identified tasks and deliverables under the Statement of Work. This work plan should include information such as:</p> <ul style="list-style-type: none"> • Scheduling of deliverables and milestones. The project finished on-time, on-budget and in accordance with the established project goals • Task breakdown • Level of effort. The number of Bidder resources involved in the project were sufficient • Reporting and debriefing arrangements • Assignment of project=s team members, along with their depth of involvement, in attaining each deliverable=s sub-element within the proposed schedule. • <p>The Work Plan for the Project Summaries: Provides an excellent plan for the timely production and</p>	/10	

Item	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
	<p>delivery of all required deliverables demonstrating all key elements, – 10 points.</p> <p>Provides a good plan for the timely production and delivery of all required deliverables missing a few key elements – 7-9 points.</p> <p>Provides a satisfactory plan for the timely production and delivery of all required deliverables missing many key elements – 4-6 points.</p> <p>Provides a minimal plan for the timely production and delivery of all required deliverables missing a majority of key elements – 2-3 points.</p> <p>Provides a poor plan for the timely production and delivery of all required deliverables – 1 point</p> <p>No Response – 0 points</p>		
R2	<p>Bidders should indicate, through a written description of no more than 500 words (i.e 2 type-written pages), their proposed approach and methodology to be utilized during any resulting call-ups in the provision of eLearning design and development services. The proposed approach and methodology should be demonstrated and augmented by the actual Project/Work Plan.</p> <p>Up to a maximum of 10 points for describing the Bidder's proposed approach and/or specific eLearning methodologies, demonstrating that the Bidder has experience in successfully utilizing these methodologies on previous projects</p> <p>The following rating scale will be used to evaluate each factor*:</p> <p>Excellent = 10 points Good = 7-9 points Satisfactory = 4-6 points Minimal = 2-3 points Poor = 1 point No Response = 0 points</p>	/10	
R3	<p>The firm describes previous experience with First Nations on-reserve through a detailed summary report of that experience.</p> <p>10= good experience 0 = no experience</p> <p>Points will be awarded on the following: 10= good experience 0 = no experience</p>	/10	
R4	<p>Proposal Quality</p> <p>The Bidder has presented a proposal in a clear, and logical fashion, in such a manner which facilitates a clear and straightforward evaluation.</p> <p>5 points for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and</p>	/10	

Item	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
	straightforward evaluation, based on the information requested in the SOW, as evidenced by the following: 2 points for ordering/structuring the proposal to match the order and sequence of the mandatory and point-rated factors in the SOW; 1 point for including tabs between sections of the proposal; 2 points for the overall clarity and ease-of-use as it relates to the structure, presentation, layout and design of the proposal.		
Total		40	
Min Pass		25	

Resource Mandatory Criteria

To be evaluated after Contract Award. Not required for Technical Bid.

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-compliant and given no further consideration.

Proposals **must** clearly demonstrate compliance with all of the following Mandatory Requirements and **must** provide the necessary documentation to support compliance.

Please note that all the resources will have to meet the following criteria at the Task Authorisation Stage:

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder MUST propose one resource per category for each of the 5 categories in the instruction design and development services. The resources proposed must have the minimum experience of 5 years required from date of this SOW in their specified categories demonstrating the following within the Statement of Work: <ul style="list-style-type: none"> ➤ Knowledge ➤ Skills ➤ Abilities The years of experience for each of the above three elements must be clearly identified in each of the categories.		
M2	Bidders must provide CV's of all resources to be proposed for work under this SOW.		
M3	The Bidder must propose resource(s) with a Diploma/Degree in a field related to the services for E-Learning outlined in the Statement of work and/or experience providing services as per the E-learning services outlined in the SOW.		
M4	As per M1 the Bidder has proposed one resource per category for each categories demonstrating their knowledge, skill, ability and experience in		

	providing eLearning services for the following categories: 1. Project Management 2. Instructional Designer/Course Developer 3. Graphic Designer 4. Application Programmer 5. Quality Assurance		
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SECTION “III” – FINANCIAL BID

Financial Bids will only be evaluated after the evaluation of the Technical Bid is complete. If it becomes clear that the Financial Bid score would not alter the overall scoring of the bid, the Financial Bid will not be considered.

All the information required in this section must be provided in Bidders’ Financial Bid.

7.1 Firm Lot Price

The Bidder must provide a firm all-inclusive lot price, inclusive of any costs, travel, equipment, rentals, subcontractors, overhead and profit, FOB destination, Canadian customs, duties and excise taxes included.

The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

7.2 Bidders must provide their Financial Bid in accordance with the Pricing Schedule provided below. All payments will be made in accordance with the Pricing Schedule and the proposed Basis of Payment of the Contract.

7.3 Exchange rate fluctuation protection is not offered.

7.4 The Financial Bid must contain a detailed breakdown of the **total estimated price**, by phase, or by major tasks. The Financial Bid should address each of the following, if applicable:

i. Per Diem (based on 7.5 hours/day)

For each proposed resource, including subcontractors, the Bidder should indicate the proposed all inclusive per diem rate **and the estimated level of effort required (delete if you are providing the estimated level of effort)**. Bidders within the National Capital Region (NCR) must submit an all inclusive per diem rate inclusive of any displacement costs within the NCR.

Note: Canada will not pay the Contractor its fixed time rates for any time spent in “travel status” (e.g time spent travelling by car or plane, or time spent travelling to and from the airport).

ii. Travel (GST/HST included)

Not Applicable

iii. Other Expenses (GST/HST included)

Not Applicable

7.5 Financial Bids not meeting the above requirements will be considered non-responsive and will not be given any further consideration.

7.6 Price Justification

The Bidder must provide, at Canada's request, one or more of the following price justifications:

- a current published price list indicating the percentage discount available to Canada; or
- a recent copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- price or rate certifications; or
- other supporting documentation as requested by Canada.

8.0 PRICING SCHEDULE

Professional services

The Bidder must provide firm, all inclusive per diem rates prices as detailed below. Overhead and profit are included in the rates provided. All prices are FOB destination, GST / HST extra for Labour.

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

The Supplier's per diem rates for the proposed Categories of Personnel are as follows:					
CONTRACT PERIOD: <u>(Date of Contract to March 31, 2015)</u>					
	(B)	(C)	(D)	(E)	(G)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Number of Days	Firm Per Diem Rate	Total Cost (D(ExF))
Web Graphics Designer	Level 1	<u>TBD</u>	<u>Up to 56</u>	\$	
Programmer Analyst		<u>TBD</u>			
Courseware Developer		<u>TBD</u>			
Technical Writer		<u>TBD</u>			
Quality Assurance Specialist/Analyst		<u>TBD</u>			
Project Manager		<u>TBD</u>			
Total Estimated Initial Contract Cost:					\$

SECTION “IV” CERTIFICATIONS

The following information must be submitted along with Section “III,” Financial Bid as well as the Technical Bid and a signed covering letter.

9.0 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 _____

10.0 CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award 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.

10.1 **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 on whose statement of education and experience the Canada relied to evaluate the Bid and award the contract.

10.2 **Certification of Availability and Status of Personnel**

Availability of Personnel and Facility

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons and facility proposed in its bid 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.

Status of Personnel

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder 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 in fulfilment of this requirement and to submit such person's résumé to the RFP Authority.

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

10.3 **Former Public Servant Certification**

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

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.

10.4 Joint Venture/Partnership

A joint venture is not considered a "person" for registration purposes, whereas a partnership is. Therefore, a partnership can have a BN; 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 certifies 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.

10.5 Federal Contractor's Program for Employment Equity 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 [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.

Comment: add also the following paragraph and certification for requirements estimated at \$1,000,000 **and above**, Applicable Taxes included. Delete if not applicable.

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 RFP 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) (If left blank, the date will be deemed to be the bid solicitation closing date.)

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 annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

10.6 **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.

Financial Bid
*(in accordance with:
the pricing schedule submitted by the Bidder)*

(state amount in words)

Applicable taxes
*(in accordance with
the taxes identified in the pricing schedule)*

(state amount in words)

all amounts are in Canadian Dollars

Signature

Date

Print Name and Capacity

SECTION "IV" - GENERAL INSTRUCTIONS

G11 INTERPRETATION

In this RFP:

- 1.1 Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both.
- 1.2 "Her Majesty", the "Minister" or "Canada" means Her Majesty the Queen in right of Canada, as represented by the Minister of Health, acting through Health Canada (referred to herein as the "Minister").

G12 RESPONSIVENESS

- 2.1 For a bid to be considered responsive, it must comply with all of the requirements of this RFP identified as mandatory. "Mandatory Requirements" are also expressed by using imperative verbs such as "shall", "will" and "must".

G13 ENQUIRIES – BID SOLICITATION STAGE

- 3.1 All enquiries or issues concerning this RFP must be submitted in writing to the RFP Authority identified in A2 as early as possible within the bid solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the closing date.
- 3.2 To ensure consistency and quality of information provided to Bidders, the RFP Authority will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 3.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the RFP Authority named herein. Non-compliance with this condition during the bid solicitation period will (for that reason alone) result in bid disqualification.

G14 BIDDER'S SUGGESTED IMPROVEMENTS DURING BID SOLICITATION PERIOD

- 4.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the RFP Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the RFP Authority within the timeframe described in article A10 to allow sufficient time to provide a response. Canada reserves the right to accept or reject any or all suggestions.

G15 BID PREPARATION COSTS

- 5.1 The costs, including travel incurred by the Bidder in the preparation of its bid, of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Canada.

G16 BID DELIVERY

- 6.1 Bids or amendments thereto, will only be accepted by the RFP Authority if they are received at the address indicated in A1, on or before the closing date and time specified in A7.
- 6.2 Responsibility for bid delivery: the Bidder has the sole responsibility for the timely receipt of a bid by Canada and cannot transfer this responsibility to Canada. Canada will not assume responsibility for bids that are directed to an address other than the one stipulated in A1.
- 6.3. Late bids: Bids received after the closing date and Time specified in A7 will be deemed non-responsive and will not be considered for contract award.

G17 RIGHTS OF CANADA

Canada reserves the right:

- 7.1 during bid evaluation, to submit questions to or conduct interviews with Bidders, at Bidders' cost, upon forty eight (48) hours' notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
- 7.2 to reject all bids received in response to this RFP;
- 7.3 to accept any bid in whole or in part without prior negotiation;
- 7.4 to cancel and/or re-issue this RFP at any time;
- 7.5 to award one or more contracts, if applicable;
- 7.6 to not accept any deviations from the stated terms and conditions;
- 7.7 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful bid in any resulting contract; and
- 7.8 to not contract at all.

G18 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 8.1 By submitting a bid, the Bidder declares that the Bidder has not been convicted of an offence under the following provisions of the *Criminal Code*:
 - Section 121, Frauds upon the Government;
 - Section 124, Selling or Purchasing Office; or
 - Section 418, Selling Defective Stores to Her Majesty,Other than an offence for which a pardon has been granted.
- 8.2 Canada may reject a bid where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence referred to in clause 8.1. Where Canada intends to reject a proposal pursuant to this provision, the RFP Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid rejection.

G19 INCURRING OF COSTS

- 9.1 No costs incurred before receipt of a signed contract or specified written authorization from the RFP Authority can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority. The Bidder's attention is drawn to the fact that the Contracting Authority is the only authority which can commit Canada to the expenditure of the funds for this requirement.

G110 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

- 10.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

G111 PROPERTY OF CANADA

- 11.1 Bids received on or before the stipulated RFP closing date and time will become the property of Canada and may not be returned. All bids will be treated as confidential, subject to the *Access to Information Act* (R.S. 1985, c. A-1) and *Privacy Act* (R.S., 1985, c. P-21).

G112 PRICE JUSTIFICATION

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the RFP Authority's request, one or more of the following price justifications:

- 12.1 a current published price list indicating the percentage discount available to Canada; or
- 12.2 copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or
- 12.3 a price breakdown showing the cost of direct labour,

- direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
- 12.4 price or rate certification; or
- 12.5 any other supporting documentation as requested by the RFP Authority

GI13 ANNOUNCEMENT OF SUCCESSFUL BIDDER

- 13.1 If this RFP was advertised on the “Buyandsell.gc.ca” tendering service, the name of the successful Bidder will be announced on Buyandsell.gc.ca upon contract award and sign off.
- 13.2 If this RFP was not advertised on “Buyandsell.gc.ca,” Canada will communicate to all Bidders the name and address of the successful Bidder as well as the total dollar value and award date for the contract only after contract sign-off.

GI14 PS ONLINE - TRADING PARTNERS AGREEMENT

- 14.1 If this RFP invite suppliers from the PS Online, the General Conditions, Supplemental General Conditions applicable to this requirement and Clauses of General application set-out in the Trading Partner Agreement shall form part of this RFP.

GI15 APPLICABLE LAWS

- 15.1 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 is acknowledged that the applicable laws specified in this RFP are acceptable to the Bidders.

GI16 CONTINGENCY FEE

- 16.1 The Bidder declares that the Bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly pay, a Contingency Fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Supp.). In this section, “Contingency Fee” means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or part of its terms.

GI17 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

- 17.1 In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
 - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest; or
 - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 17.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- 17.3 Where Canada intends to reject a bid under this section, the RFP Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular

situation should contact the Contracting Authority before the bid Closing Date.

- 17.4 By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or appearance of conflict of interest or unfair advantage exists.

GI18 CONDUCT OF EVALUATION

- 18.1 In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the bid solicitation;
 - (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - (c) request, before award of any contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities and examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;
 - (f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties; and
 - (g) interview, at the sole costs of Bidders, any Bidder and any or all of the resources proposed by Bidders to fulfill the requirement of the bid solicitation.
- 18.2 Bidders will have the number of days specified in the request by the RFP Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

GI19 BIDDER DEBRIEFINGS

- 19.1 Should you require additional information or a debriefing regarding your bid, please contact the RFP authority identified in A2 to schedule a meeting either by phone or in person. Debriefings provide bidders an opportunity to understand where their bids may need to be improved in response to future solicitations. After the debriefing, and if needed, you will be provided with information on other dispute resolution options available to you such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.