



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**  
**11 Laurier St./11, rue Laurier**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (613) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Health Services Project Division (XF)/Division des projets  
de services de santé (XF)  
Place du Portage, Phase III, 12C1  
11 Laurier St./11 rue, Laurier  
Gatineau  
Gatineau  
K1A 0S5

<b>Title - Sujet</b> Hospital-Based Surv Influenza	
<b>Solicitation No. - N° de l'invitation</b> 6D034-163611/B	<b>Date</b> 2017-07-25
<b>Client Reference No. - N° de référence du client</b> 6D034-163611	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XF-007-31694	
<b>File No. - N° de dossier</b> 007xf.6D034-163611	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-05</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chevrier, Stephane	<b>Buyer Id - Id de l'acheteur</b> 007xf
<b>Telephone No. - N° de téléphone</b> (819) 420-2221 ( )	<b>FAX No. - N° de FAX</b> (819) 956-8303
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PUBLIC HEALTH AGENCY OF CANADA CIRID Division 130 COLONNADE ROAD OTTAWA Ontario K1A1H2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements and Electronic Payment Instruments.

### **1.2 Summary**

- 1.2.1 The Public Health Agency of Canada (PHAC) is the main Government of Canada agency responsible for public health in Canada. PHAC's primary goal is to strengthen Canada's capacity to protect and improve the health of Canadians and to help reduce pressures on the health care system. The ability of the PHAC to work with all levels of government and with non-governmental organizations to mitigate threats to public health is critical to fulfilling its vision for healthy Canadians and communities in a healthier world.

The Centre for Immunization and Respiratory Infectious Diseases (CIRID) is part of the PHAC's Infectious Disease Prevention and Control Branch. CIRID's mandate is to prevent, reduce or eliminate vaccine-preventable and respiratory infectious diseases, to reduce or eliminate the negative impact of emerging and re-emerging respiratory infections and maintain public and professional confidence in immunization programs in Canada.

CIRID is seeking a stable and reliable data source for hospital-based surveillance of influenza severe outcomes and routine monitoring of seasonal influenza vaccine effectiveness (VE) in preventing severe outcomes in adults. The surveillance conducted through this Contract will provide regular, timely, standardized data to the PHAC's FluWatch program and will assist CIRID in meeting national and international surveillance standards for seasonal and pandemic influenza preparedness.

The objective is to acquire the services of a Contractor to provide CIRID targeted, timely and consistent hospital-based surveillance data that contributes to our understanding of the incidence, epidemiology, and outcomes of influenza-associated hospitalizations and deaths among Canadian adults as well as the effectiveness of the seasonal influenza vaccine in mitigating severe outcomes of influenza infection.

The surveillance conducted throughout this Contract will provide regular, timely, standardized information to the PHAC's FluWatch program.

1.2.2 There are no security requirements associated with this requirement.

1.2.3 As per the Integrity Provisions under section 01 of Standard Instructions 2003 Goods or Services - Competitive Requirements, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions

1.2.4 This bid solicitation is to establish a contract for the delivery of the requirement detailed in the bid solicitation, in various provinces across Canada, including areas subject to Comprehensive Land Claim Agreements in British-Columbia, Quebec and potentially Newfoundland and Labrador.

1.2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) and the Canadian Free Trade Agreement (CFTA).

1.2.6 This requirement is not set aside for Aboriginal businesses under the Procurement Strategy for Aboriginal Business (PSAB).

1.2.7 For services requirements, Bidders must provide the required information as detailed in Article 2.3 of Part 2 of the bid solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

1.2.8 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Conflict of Interest

Without limiting Canada's rights under Article 18 of 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, the following supplier assisted in the preparation of this solicitation:

(a) Carolyn Montague with Perfoc Management Inc.

### 1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

(a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-)(<https://buyandsell.gc.ca/policy-and->

[guidelines/standard-acquisition-clauses-and-conditions](#)-manual) issued by Public Works and Government Services Canada.

(b) 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.

(c) The [2003](#) (2017-04-27) Standard Instructions - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

(i) Delete: 60 days

(ii) Insert: 180 days

## 2.2 Submission of Bids

(a) Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

## 2.3 Former Public Servant

(a) 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.

### (b) Definitions

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

(i) an individual;

(ii) an individual who has incorporated;

(iii) a partnership made of former public servants; or

(iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

**(c) Former Public Servant in Receipt of a Pension**

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

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental 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](#).

**(d) Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

**2.4 Enquiries - Bid Solicitation**

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

(b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

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 indicated in the Bid Submission Form, the bidder is deemed to accept the applicable law identified in the clause above.

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation" at least 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Basis for Canada's Ownership of Intellectual Property

As the main purpose of the Contract is to generate knowledge and information for public dissemination, the Public Health Agency of Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts:  
The Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

# PART 3 - BID PREPARATION INSTRUCTIONS

## 3.1 Bid Preparation Instructions

(a) **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:

(i) Section I: Technical Bid: 1 hard copy and 3 copies on USB containing one soft copy of the Technical Bid;

(ii) Section II: Financial Bid: 1 hard copy and 2 soft copies on USB each containing one soft copy of the Financial Bid;

(iii) Section III: Certifications: 1 hard copy and 2 soft copies on USB each containing one soft copy of the required certifications; and,



(iv) Section IV: Additional Information: 1 hard copy and 2 soft copies on USB each containing one soft copy of the required information.

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. However, if whole words, sentences, paragraphs or pages are not found in the hard copy but are found in the soft copy, the bidder will be asked if the missing words, sentences, paragraphs or pages were intended to be in the hard copy. If the bidders affirms that the missing parts were intended, the missing words, sentences, paragraphs or pages will be used in the evaluation.

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

(b) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents

(c) **Canada's Policy on Green Procurement:** 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing a minimum of 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided or duplex, and using staples or clips instead of cerlox, duotangs or binders.
- (iii) **Electronic copies:** Each soft copy should be labeled with the Bidder's name, the bid solicitation number and title. Adobe Acrobat v6 (i.e. PDF) or higher format is acceptable provided that copy and print functions in the PDF document are not restricted or disabled. The file(s) included in the electronic copies should have the same title as their corresponding hard copy document.

(d) **Submission of Only One Bid:**

(i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being deemed non-responsive.

(ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "**related**" to a Bidder if:

(A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

(B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;

(C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

(D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(jjj) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

**(e) Joint Venture Experience:**

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

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

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

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

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

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

1. Contracts all signed by A;
2. Contracts all signed by B; or
3. Contracts all signed by A and B in joint venture, or
4. Contracts signed by A and contracts signed by A and B in joint venture, or
5. Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

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

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

(c) The technical bid consists of the following:

(i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment B with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

(ii) **Project Reference Customer Contact Information:**

(A) The Bidder must provide project references. The project reference must each confirm, if requested by PWGSC, the facts identified in the Bidder's bid.

(B) For each project reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted

### 3.3 Section II: Financial Bid

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

(a) **Pricing:** Bidders must include a Firm Lot Price in Canadian dollars in each cell requiring an entry for each Phase of Work in the table provided in the Basis of Payment in Annex B.

(b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period.

(c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.3.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### 3.4 Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

a) Canada is conducting the Phased Bid Compliance Process described below for this requirement.

b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying errors or omissions in Bids submitted nor does Canada undertake to identify any or all such errors or omissions. Bidders are and will remain solely responsible for ensuring consistency of the information submitted in their bids at all times. Without limiting the foregoing, bidders are and will remain solely responsible for ensuring that any information provided in response to any notice from Canada is consistent with any other information originally submitted in their bid in response to other requirements. Failure to do so may render the bid non-responsive. Canada assumes no responsibility or liability with respect to the completeness or compliance of any bid. Subject to the notices and provisions in this solicitation that provide for an opportunity to remedy, if at any time Canada, in its absolute discretion, assesses that a bid does not comply with any mandatory requirements set out in the solicitation, Canada will declare the bid non-responsive and the bid shall not be given any further consideration.

c) Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.

d) This Phased Bid Compliance Process does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

(e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the NOTICE or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada.

(f) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several phases in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in phases, the fact that Canada has proceeded to a later phase does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous phases. Canada may conduct phases of the evaluation in parallel.

(g) An evaluation team composed of representatives from PHAC and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

(h) In addition to any other time periods established in the bid solicitation:

(i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

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

#### 4.1.1.2 Phase I: Financial Bid

a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid.

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This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.

b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.

d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Written responses received after the end of the Remedy Period will not be considered. If the Bidder has made no response during the Remedy Period its Bid will be considered non-responsive, and will receive no further consideration.

f) In its response to the Notice the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

g) Any other changes to the Financial Bid submitted by the Bidder shall be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder during the Remedy Period. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Bid**

a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.



- b) Canada will send a written notice to the Bidder (called a Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. If the Bidder has made no response during the Remedy Period, its Bid will be considered non-responsive, and will receive no further consideration.
- d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder should include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder during the Remedy Period. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### 4.1.1.4 Phase III: Final Evaluation of the Bid

a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### 4.1.2 Technical Evaluation

##### 4.1.2.1 (a) Mandatory Technical Criteria:

The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in the table below:

<b>Mandatory Technical Criteria</b>
<b>M1</b> - Corporate Mandatory Technical Criterion
<b>M2</b> - Resource Mandatory Technical Criterion
Technical Evaluation Point-Rated Criteria: Minimum Pass Mark of 60% (60 points on 100 points)

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive. The mandatory technical criteria are included in Attachment A of the bid solicitation.

##### (b) Point-Rated Technical Criteria:

Each technically responsive bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria described below, are included in Attachment A of the bid solicitation.



Technical Evaluation Point-Rated Criteria	Section Weight	Minimum Pass Mark
<b>Point Rated Criteria: Corporate Experience</b>		
R1 Surveillance Service Experience	10 points	
R5 Proposed Work Plan	60 points	
<b>Point Rated Criteria: Resource Experience</b>		
R2 Principal Investigator – Teaching Experience	10 points	
R3 Principal Investigator – Impact Factor	10 points	
R4 Principal Investigator – Experience negotiating with Canadian Provincial or Territorial Health Government Organizations for access to health related data	10 points	
<b>Maximum Number of Points Available</b>	<b>100 points</b>	<b>60 points</b>

(c) **Project Reference Checks:**

Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

**4.1.2.2 Financial Evaluation**

The Bidder must provide a firm lot price for each of the phases of work described in Table 1 'Initial Contract Period and Table 2 "Option Periods" at Annex B "Basis of Payment". The Financial evaluation will be conducted by using these rates to calculate the Total Price (TP).

- (a) The Total Price (TP), as determined using the table below, will be used to establish the median value of all responsive bids.

Pricing Schedule A: Initial Contract Period

Phase of Work	Annual Firm Lot Price			Total
	Year 1	Year 2	Year 3	
1) Network Adaptation & System Overview (Year 1 work only)		N/A	N/A	T1 = Year 1
2) Influenza Surveillance and Vaccine Effectiveness (VE) Monitoring Protocol				T2 = Year 1 + Year 2 + Year 3
3) Routine Influenza Surveillance				T3 = Year 1 + Year 2 + Year 3
4) Vaccine Effectiveness Monitoring				T4 = Year 1 + Year 2 + Year 3
<b>Total Evaluated Price Pricing Schedule A =</b>				<b>T1 + T2 + T3 + T4</b>

#### Pricing Schedule B: Contract Option Periods

Phase of Work	Annual Firm Lot Price		Total
	Option Year 1	Option Year 2	
1) Network Adaptation & System Overview (Year 1 work only)	N/A	N/A	N/A
2) Influenza Surveillance and Vaccine Effectiveness (VE) Monitoring Protocol			T2 = Option Year 1 + Option Year 2
3) Routine Influenza Surveillance			T3 = Option Year 1 + Option Year 2
4) Vaccine Effectiveness Monitoring			T4 = Option Year 1 + Option Year 2
5) Transition Period			T5 = Option Year 1 + Option Year 2
<b>Total Evaluated Price Pricing Schedule B =</b>			<b>T2 + T3 + T4+T5</b>

**Total Price** = Total Evaluated Price Schedule A + Total Evaluated Price Schedule B

- (b) If three or more bids are determined to be technically responsive, only bids with a Total Price the range that encompasses  $\pm 20\%$  of the median value will be declared financially responsive. The median will be calculated using the median function in Microsoft Excel, rounded to two decimal places.

## 4.2 Basis of Selection

4.2.1 Basis of Selection - Highest combined Rating of Technical Merit (60%) and price (40%)

4.2.1.1 To be declared responsive, a bid must:

- comply with all the requirements of the bid solicitation;
- meet all mandatory criteria described in 4.1.2.1 and included in Attachment A Technical Evaluation;
- obtain the required minimum number of points for the point rated criteria described in 4.2 (b) and included in Attachment "A" Technical Evaluation.

4.2.1.2 Bids not meeting all the requirements detailed in sub-article 4.1.2.1 above will be declared non-responsive.

4.2.2 Neither the responsive bid obtaining the highest technical merit score, nor the one with the lowest evaluated price will necessarily be recommended for Contract award. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of the contract. The ratio will be 60% for technical merit and 40% for price. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment A – Technical Evaluation Criteria will be recommended for award of the contract.

4.2.3 The bidder's combined rating will be determined as follows:

$$\text{Combined Rating (CR)} = \text{Technical Merit Score (TMS)} + \text{Total Pricing Score (TPS)}$$

4.2.4 To establish the TMS, the following formula will be used, rounded to two decimal places:

$$\text{Technical Merit Score (TMS)} = \frac{\text{Technical Bid Score}}{\text{Maximum number of points available}} \times 60$$

4.2.5 To establish the TPS, the following formula will be used, rounded to two decimal places:

$$\text{Total Pricing Score (TPS)} = \frac{\text{Lowest Total Price}}{\text{Bidder's Total Price}} \times 40$$

4.2.6 The table below illustrates an example where three bids are declared responsive, and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total number of points available is 135 and the lowest evaluated price is \$450,000 (45).

		BIDDER 1	BIDDER 2	BIDDER 3	BIDDER 4
Technical Bid Score		115	89	92	125
Total Price (4 phases of work) (Median = \$512,500.00)		\$500,000.00	\$650,000.00	\$450,000.00	\$525,000.00
Calculations	Technical Merit Score (TMS)	$(115/135) \times 60 = 51.11$	$(89/135) \times 60 = 39.56$	$(92/135) \times 60 = 40.89$	$(125/135) \times 60 = 55.56$
	Total Pricing Score (all Phases) (TPS)	$(45/50) \times 40 = 36$	Non-responsive: Total Price higher than the median + 20% (\$615,000.00)	$(45/45) \times 40 = 40$	$(45/52.5) \times 40 = 34.29$
Combined Rating (CR)		87.11	N/A	80.89	89.85
Overall Ranking		2	--	3	1

4.2.7 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/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.

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.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Education and Experience

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

## PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

There are no security requirements for this bid solicitation.

### 6.2 Financial Capability

(a) SACC *Manual* clause [A9033T](#) (2012-07-16) Financial Capability applies.

(b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

### 6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1 Statement of Work

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

### 2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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### 3 Security Requirements

There is no security requirement applicable to the Contract, however:

- (a) the Contractor shall treat as confidential, during as well as after the performance of services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy; and,
- (b) the Contractor personnel requiring casual access to the Client site do not require a security clearance but will be required to be escorted at all times.

### 4 Term of the Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract award to \_\_\_\_\_ inclusive.

#### 4.2 Option to Extend the Contract

(i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one-year periods 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.

(ii) Canada may exercise this option at any time by sending a written notice to the Contractor 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.

#### 4.3 Option to Extend – Transition Period (if required by Canada)

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor will cooperate with the Technical Authority and with the incoming contractor to ensure a seamless transition and a continuance of service including transferring data, and winding down of services.

The Contractor grants to Canada the irrevocable option to extend the Contract by a period of three months beyond termination of the final option year under the same conditions to ensure the required transition.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

#### 4.4 Comprehensive Land Claims Agreements (CLCAs)

The Contract is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

### 5 Authorities

#### 5.1 Contracting Authority

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The Contracting Authority for the Contract is:

Stephane Chevrier  
Public Works and Government Services Canada  
Acquisitions Branch  
Special Procurement Initiatives Directorate 11 Laurier St, Gatineau, QC Canada K1A 0S5  
Telephone: 819-420-2221  
Facsimile: 819-956-8303  
[Stephane.Chevrier@tpsgc-pwgsc.gc.ca](mailto:Stephane.Chevrier@tpsgc-pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Technical Authority:

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

# 6 Payment

## 6.1 Basis of Payment

For the Work described in sections 2 "Requirements" of the Statement of Work in Annex A.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm lot price(s) for each of the four phases of work described in section 2 "Requirements" of the

Statement of Work in Annex A, for a cost of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are excluded and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

## **6.2 Method of Payment:**

### **6.2.1 Progress Payment**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to \_\_\_\_\_ percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed \_\_\_\_\_ percent of the total amount to be paid under the Contract; and,
  - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

## **7 SACC Manual Clauses**

- (i) A9117C - (2007-11-30), T-1204 – Direct request by Department applies.
- (ii) C2000C - (2007-11-30), Taxes - Foreign-based Contractor applies
- (iii) C2605C - (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor applies.

## **8 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);



## 9 Invoicing Instructions

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

Each invoice must be supported by:

- i. a copy of time sheets to support the time claimed;
- ii. a copy of the release document and any other documents as specified in the Contract;
- iii. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- iv. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

\_\_\_\_\_ (Insert the name of the organization)

\_\_\_\_\_ (Insert the address of the organization)

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 10 Certifications

### 10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract.

Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.

## 11 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 12 Applicable Laws

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

### 13 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 later on the list.

- (a) the Articles of Agreement; including SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) Annex D, Electronic Payment Instruments
- (g) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ "or" as amended on \_\_\_\_\_.

### 14 Foreign Nationals

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

Or,

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

### 15 Insurance Requirements

#### (a) Compliance with Insurance Requirements

- (i) The Contractor must comply with the insurance requirements specified in Annex C, 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.
- (ii) 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.
- (iii) The Contractor must forward to the Contracting Authority within 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 Canadian-based 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.

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## 16 Limitation of Liability – Information Management/Information Technology

(a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

### (b) First Party Liability:

(i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

(A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";

(B) physical injury, including death.

(ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

(iii) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

(iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) (A) above.

(v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

(A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

(B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00. In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

(vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

**(c) Third Party Claims:**

(i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

(ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

(iii) The Parties are only liable to one another for damages to third parties to the extent described in this sub-article (c).

**17 Safeguarding Electronic Media**

(a) Before using them on Canada's equipment or sending them to Canada, the Contractor must electronically scan, using a regularly updated product, all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

(b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately notify the Technical Authority of any such loss or damage and replace it at its own expense.

**18 Timely Problem Identification**

(a) The Contractor must immediately advise the Contracting Authority and Technical Authority in writing of any and all situations or difficulties that the Contractor considers will have a significant impact upon the scope of the Work, expected Project achievement, delivery schedule, person-power or cost to Canada. Notwithstanding the submission of any such report, the Contractor remains responsible for the completion of the Work in accordance with the terms of this Contract.

(b) Such reports must include proposed detailed remedial action plans to resolve or alleviate the identified situations or difficulties. The plans must set out the Contractor's detailed estimates of any increase in time, resources and cost to affect such plans.

(c) Such plans must include all reasonable options for consideration by Canada plus the costs and consequences to Canada of taking no remedial action and must also provide a reasonable amount of time for Canada to review these options and obtain any necessary funding authorization.

## **19 Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirement may apply.

## **20 Transition Services at the End of Contract Period**

(a) The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to three months afterwards, it will make all reasonable efforts to assist Canada in the transition from this Contract to a new contract. The Contractor agrees to provide transition services which include but are not limited to the following:

(i) the routine surveillance data so as not to interfere with client weekly reporting requirements (i.e. Phase 3 Table 1 deliverables);

(ii) the corresponding system overview report (Phase 1 item 2); and

(iii) the surveillance protocol (phase 2 deliverable) limited to only the influenza surveillance component.

The Contractor must not commence work until instructed by the Contracting Authority. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

(b) The Contractor will cooperate with the Technical Authority and with the incoming contractor to ensure a seamless transition and a continuance of service including transferring data, and winding down of services.

## **21 Dispute Resolution**

(a) If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

(b) All information exchanged during this meeting or any subsequent dispute resolution process, must be regarded as "without prejudice" communications for the purpose of settlement negotiations and must be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable must not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

(c) The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to settle the dispute or will have a rapid means of obtaining the requisite authorization.

(d) These clauses must not affect any of Canada's rights of cancellation or termination contained in this Contract.

## 22 Proactive Disclosure of Contracts with Former Public Servants

**Note to Bidders:** *This Article is to be deleted if the Bidder awarded the Contract is not a Former Public Servant).*

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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 23 Joint Venture Contractor

**(Note to Bidders:** *This Article is to be deleted if the Bidder awarded the Contract is not a joint venture. If the Contractor is a joint venture, this clause is to be completed with information provided in its bid).*

(a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.

(b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

(i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;

(ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

(iii) all payments made by Canada to the representative member will act as a release by all the members.

(c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

(d) All the members are jointly and severally or solidarily liable for the performance of the entire contract.

(e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

(f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

## 24 Joint Venture Agreement

**Note to Bidders:** *The following section will be removed if the Contractor is not a Joint Venture.*

To witness their agreement with the terms and conditions of this Contract, Canada and the Contractor (by its agent, the Lead Member of the joint venture Contractor) have signed the cover page of this Contract. To witness that each member of the joint venture Contractor is a Party to this Contract and is jointly and severally and solidarily liable for the performance of all the Work, each member of the joint venture Contractor, including the Lead Member, has signed below.

Solicitation No. - N° de l'invitation  
6D034-163611/B  
Client Ref. No. - N° de réf. du client  
6D034-163611/B

Amd. No. - N° de la modif.  
Original  
File No. - N° du dossier  
007xf.6D034-163611

Buyer ID - Id de l'acheteur  
007xf  
CCC No./N° CCC - FMS No./N° VME

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**[Insert Full Legal Name of Lead Member]**

By its Authorized Signatory, \_\_\_\_\_

Print Name of Authorized Signatory: \_\_\_\_\_

Print Title of Authorized Signatory: \_\_\_\_\_

**[Insert Full Legal Name of Second Member]**

By its Authorized Signatory, \_\_\_\_\_

Print Name of Authorized Signatory: \_\_\_\_\_

Print Title of Authorized Signatory: \_\_\_\_\_

**[Insert Full Legal Name of Third Member - add or subtract as many signature blocks as necessary so that each member of the Joint Venture is signing the Contract]**

By its Authorized Signatory, \_\_\_\_\_

Print Name of Authorized Signatory: \_\_\_\_\_

Print Title of Authorized Signatory: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
6D034-163611/B  
Client Ref. No. - N° de réf. du client  
6D034-163611/B

Amd. No. - N° de la modif.  
Original  
File No. - N° du dossier  
007xf.6D034-163611

Buyer ID - Id de l'acheteur  
007xf  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "A"**

### **STATEMENT OF WORK**



## 1. SCOPE OF WORK

1.1. Title: Hospital-based surveillance of influenza and routine monitoring of seasonal influenza vaccine effectiveness (VE)

### 1.2. Background

The Centre for Immunization and Respiratory Infectious Diseases (CIRID) is part of the Public Health Agency of Canada (PHAC) Infectious Disease Prevention and Control Branch. CIRID's mandate is to prevent, reduce or eliminate vaccine-preventable and respiratory infectious diseases, to reduce or eliminate the negative impact of emerging and re-emerging respiratory infections and maintain public and professional confidence in immunization programs in Canada.

CIRID is seeking a stable and reliable data source for hospital-based surveillance of influenza severe outcomes and routine monitoring of seasonal influenza vaccine effectiveness (VE) in preventing severe outcomes in adults. The surveillance conducted through this Contract will provide regular, timely, standardized data to the PHAC's FluWatch program and will assist CIRID in meeting national and international surveillance standards for seasonal and pandemic influenza preparedness.

FluWatch was established in 1996 as a routine surveillance program to monitor seasonal influenza and is composed of a number of systems that gather information on circulating influenza viruses, influenza-like-illness, laboratory-confirmed cases, and influenza-associated hospitalizations and deaths among Canadians. The FluWatch program currently gathers data each epidemiological week on influenza-associated severe outcomes from three data streams:

- Provincial/territorial aggregate surveillance data on the following influenza-associated severe outcomes: hospital admissions, intensive care unit (ICU) admissions and deaths (since 2009/10);
- Sentinel case-level in-hospital surveillance data on the following influenza-associated severe outcomes in the pediatric population: hospital admissions, intensive care unit (ICU) admissions and deaths; and
- Sentinel case-level in-hospital surveillance data on the following influenza-associated severe outcomes in the adult population: hospital admissions, intensive care unit (ICU) admissions and deaths.

The sentinel case-level in-hospital surveillance of influenza-associated severe outcomes among adults has been the least stable data stream of the three data streams outlined above, specifically with respect to data providers (i.e. changes in the data provider) and changes in scope (i.e. geographic representativeness and number of sentinel sites).

Enhanced surveillance of influenza and other respiratory infectious diseases is needed in order to accurately track, plan for, and respond to public health issues, as well as to inform public health policy in Canada. Influenza surveillance data are also collected by the PHAC as part of global commitments to international partners, including the Pan American Health Organization (PAHO) and the World Health Organization (WHO). In addition, investing and maintaining an enhanced severe outcome surveillance system ensures that this platform, which is essential to Canadian pandemic preparedness, is in place and ready for escalation for the next pandemic.

### 1.3. Objectives of the Requirement

The Contractor must provide professional services that will provide CIRID timely and consistent hospital-based surveillance data that contribute to CIRID's understanding of the incidence, epidemiology, and outcomes of influenza-associated hospitalizations and deaths among Canadian adults as well as the effectiveness of the seasonal influenza vaccine in mitigating severe outcomes of influenza infection.

Surveillance findings will be reported by CIRID each week to PHAC senior management, Federal, Provincial and Territorial influenza surveillance focal points, global influenza surveillance partners in the PAHO and the WHO, and to the public via several thousand subscribers to the FluWatch program's weekly report.

## 2. REQUIREMENTS

### 2.1. Contractor Work Requirements (Tasks, Activities, Deliverables and Milestones)

The Contractor must perform the Work described in each of the four main phases of the Contract:

Phase 1: Network adaptation and system overview;  
Phase 2: Influenza surveillance and VE monitoring protocol development;  
Phase 3: Routine influenza surveillance and data submission; and,  
Phase 4: Vaccine effectiveness monitoring, data submission and reporting.

The phases do not occur sequentially but rather cover different types of activities and data required from the Contractor. The network adaptation component of Phase 1 will only take place in the first year of the Contract; however, the reporting of the system overview activity of Phase 1, as well as Phases 2, 3 and 4 are requirements each year of the Contract.

#### 2.1.1. Phase 1: Network Adaptation & System Overview

##### 1. Network Adaptation

In year one of the Contract, the first phase of the Work will require the Contractor to establish or adapt a network as necessary to meet the following surveillance infrastructure requirements:

- The network must include at least one sentinel site in each of the following:
  - a) Ontario,
  - b) Quebec,
  - c) British Columbia OR Alberta,
  - d) Saskatchewan OR Manitoba, AND
  - e) an Atlantic province (i.e. New Brunswick OR Newfoundland and Labrador OR Prince Edward Island OR Nova Scotia);for a total of at least five sentinel sites.
- The Contractor must report case data outlined in Table 1 to PHAC within one week of laboratory confirmation (Appendix A);
- As sentinel sites are incorporated into the network and become operational, the Contractor must report case data, denominator data and laboratory testing data from these sites as outlined in Table 1 on a weekly basis (including nil reports) from epidemiological week 35 until the PHAC declares inter-seasonal levels have resumed;
- The Contractor must pool data from all sentinel sites into one database for reporting to the PHAC and;
- The Contractor must establish third party data sharing agreements with each site's corresponding Province or Territory within one year of Contract award, unless the Contractor and the Technical Authority agree otherwise.

##### 2. System Overview Report

Once the network has been adapted to meet the requirements described above, the Contractor must submit to the Technical Authority a system overview report to describe the details of the surveillance network. The first system overview report will be due within the first year of the Contract after which the same report must be reviewed and updated on an annual basis and submitted by September 30 each year. The system overview report must include the following information:

##### a. A description of the Contractor's team as follows:

- List of all members of the Contractor's team and their respective roles;
- List of all employees, subcontractors, or agents engaged in the Contract who will have access to the datasets created for the purpose of the Contract; and,

- Copies of the Contractor's privacy and confidentiality agreements signed by all individuals who will have access to datasets created for the purpose of the Contract.

b. A listing of sentinel sites and data for each site as follows:

- Site number (Contractor assigned);
- Hospital location;
- Hospital type;
- Number of beds;
- Number of intensive care unit (ICU) beds;
- Beds excluded from the surveillance and VE monitoring protocol;
- Total number of admissions and discharges within the previous influenza surveillance season for all causes, and all respiratory causes by International Classification of Disease (ICD) code (J00 to J99) (see Appendix B);
- Number of influenza laboratory tests performed in the previous influenza surveillance season;
- Data sources to be used for surveillance and VE monitoring (including limitations that may hamper data completeness);
- Population estimates for catchment area (i.e. the area from which the sentinel sites' patients are drawn) unless otherwise agreed upon by the Technical Authority;
- Geographical boundaries of each sentinel site's catchment area for the purpose of population rate calculations and identify any exceptions to identified boundaries and/or associated population base unless otherwise agreed upon by the Technical Authority; and
- Agreements in place for case reporting to Provinces and Territories and data submission to the PHAC once completed.

### **2.1.2. Phase 2: Influenza Surveillance and Vaccine Effectiveness (VE) Monitoring Protocol**

In this phase of the Work, the Contractor must develop, each year by September 30th, a protocol that outlines, in detail, the methodology that will be used for both the surveillance and VE monitoring components of the Contract that is approved by the Technical Authority. The protocol will include, at a minimum, the surveillance and VE monitoring specifics listed as follows:

The influenza surveillance component of the protocol including:

- Case definition;
  - Data collection methods (case identification, hospital data sources, extraction and transfer methods, and data collection form);
  - Data dictionary;
  - Limitations of data interpretation from the perspective of national generalizability;
  - Data flow by hospital site and overall;
  - Data management (e.g. entry, integration, cleaning, quality monitoring, storage, backup and recovery etc.);
- and
- Roles and responsibilities for each member of the Contractor's team if any change has occurred from the prior year.

The VE monitoring component of the protocol including:

- Project objectives, design, population, period and timeline;
- Project case and control definitions;
- Inclusion and exclusion criteria for cases and controls;
- Definition of vaccination status;
- Vaccination status ascertainment method;
- Risk groups to be examined and definition of each group;
- Sample size calculations;
- Data collection methods (including sources, extraction and transfer methods, and form);
- Respiratory specimen details (collection and testing practices by site);

- Data flow through all levels of reporting (i.e. within each hospital site and for the project overall);
- Analytical approach including plan for handling missing data; and
- Project limitations (including selection bias, information bias and considerations for national generalizability).

The influenza surveillance and VE monitoring protocol will be reviewed on an annual basis and updated if needed, as decided by the Technical Authority.

### **2.1.3. Phase 3: Routine Influenza Surveillance**

During this phase of the Contract, the Contract must focus on the ongoing identification of cases and collection of case data, laboratory testing data and population denominators for weekly reporting. Recognizing the need for balancing timely reporting with the time needed for complete data collection, activities of this phase of the project can be broken down into five broad categories:

- a) Identification and timely reporting of lab confirmed hospital admissions, ICU admissions and deaths;
- b) Investigation/collection and reporting of case information on ICU admissions and deaths;
- c) Completion of case-level dataset for all influenza hospital admissions;
- d) Reporting of population denominator data; and,
- e) Reporting of laboratory testing data.

Given the need for prioritization of case identification and data gathering of the most severe cases, the deliverables for this phase of the project are a series of datasets submitted at different times that must be linkable through a unique identifier. Specific data elements and timelines have been proposed in Table 1 but would be finalized by the Contractor and Technical Authority through the process of the surveillance protocol development.

A completion rate of 100% is required for all data elements; however, content values to describe unavailable data elements will be permitted and defined in collaboration with the Technical Authority in the development of the data dictionary (e.g. pending, not available, unknown etc). In addition, 100% of sentinel sites must report at each reporting interval.

The Technical Authority will monitor data validity, completion and timeliness targets on a weekly basis. The Contractor must ensure availability of staff with whom the Technical Authority can consult within 24 hours of data submission to discuss any issues related to data quality and/or completeness. Completion rates for each data element and an assessment of content values will also be monitored on a seasonal basis and will inform protocol review for the subsequent influenza surveillance season (i.e. need for data dictionary modification).

**Table 1. Phase three deliverables (routine surveillance)**

Activity	Deliverable	Timeline†	Performance Standard‡
Case finding and reporting	<p>Case-level data must include the following:</p> <ul style="list-style-type: none"> <li>• Site #;</li> <li>• Unique identifier (Contractor assigned);</li> <li>• Date of admission;</li> <li>• Date of laboratory confirmation;</li> <li>• Epidemiological week of lab confirmation;</li> <li>• Age in years;</li> <li>• Age group*;</li> </ul>	Weekly- for week starting Sunday and ending Saturday, data must be available by 9am, Eastern Standard Time on Thursday the following week	<p><b>Reporting:</b> 100% of sentinel sites</p> <p><b>Data Elements:</b> 100% completion rate each week</p>

Activity	Deliverable	Timeline†	Performance Standard‡
	<ul style="list-style-type: none"> <li>Gender;</li> <li>Influenza type;</li> <li>Influenza subtype;</li> <li>Intensive Care Unit (ICU) admission (Y/N/Unk); and</li> <li>Death (Y/N/Unk).</li> </ul>	<p>Starting September annually</p> <p>Weekly cumulative each surveillance season</p> <p>Ending when PHAC declares interseasonal levels have resumed</p>	
Collection of case data on ICU admissions and deaths	<p>Case-level data must include the following:</p> <ul style="list-style-type: none"> <li>Unique identifier;</li> <li>ICU admission (Y/N);</li> <li>Date Admitted to ICU;</li> <li>Death (Y/N);</li> <li>Date of Death; and</li> <li>Comorbidity Status (yes/no) for: <ul style="list-style-type: none"> <li>Endocrine, cardiac, vascular, pulmonary, renal, neuromuscular, liver, gastrointestinal, cancer, rheumatologic, mental health, other chronic illness and</li> </ul> </li> <li>Influenza immunization Status for Current Season (reported);</li> </ul>	<p>Within one week of hospital or ICU admission or death</p> <p>Starting September annually</p> <p>Weekly cumulative each surveillance season</p> <p>Ending when the PHAC declares interseasonal levels have resumed</p>	<p><b>Reporting:</b> 100% of sentinel sites</p> <p><b>Data Elements:</b> 100% completion rate each week</p>
Finalization of complete line list for all hospital admissions	<p>Case-level data must include the following:</p> <p>Group A</p> <ul style="list-style-type: none"> <li>Site #;</li> <li>Unique identifier;</li> <li>Epidemiological week of first report to PHAC;</li> </ul> <p>Group B</p> <ul style="list-style-type: none"> <li>Age in years;</li> <li>Age group*;</li> <li>Gender;</li> <li>Date of admission;</li> <li>Date of laboratory confirmation;</li> </ul>	<p>To be provided no later than October 1st of each year with data up to the end of August</p>	<p><b>Reporting:</b> 100% of sentinel sites</p> <p><b>Group A Data Elements:</b> 100% completion rate and no cases with unavailable</p>

Activity	Deliverable	Timeline†	Performance Standard‡
	<ul style="list-style-type: none"> <li>Epidemiological week of laboratory confirmation;</li> <li>Influenza type;</li> </ul> <p><b>Group C</b></p> <ul style="list-style-type: none"> <li>Influenza subtype;</li> <li>Influenza immunization status for current season (immunized – Y/N);</li> <li>Validated Influenza immunization Status for Current Season (Status Validated –Y/N);</li> <li>Comorbidity Status (yes/no) for: <ul style="list-style-type: none"> <li>Endocrine, cardiac, vascular, pulmonary, renal, neuromuscular, liver, gastrointestinal, cancer, rheumatologic, mental health, other chronic illness;</li> </ul> </li> <li>ICU admission;</li> <li>Date of ICU admission;</li> <li>Date of discharge (including not yet discharged);</li> <li>Discharge disposition (including not yet discharged); and,</li> <li>The outcome, if available (survived, died of influenza infection, died of other causes).</li> </ul> <p><b>Group D</b></p> <ul style="list-style-type: none"> <li>Date of symptom onset;</li> <li>Forward Sortation Area;</li> <li>Residence type (e.g. household, long term care facility etc.)</li> <li>Aboriginal Identity, Unspecified (patient self-identification - yes/no/unk);</li> <li>Pregnancy status (yes/no/unk);</li> <li>If pregnant, gestational age;</li> <li>Presence of lab-confirmed secondary bacterial/viral infections; if yes, name of pathogen and type of infection;</li> <li>Antiviral treatment given in hospital and date started; and,</li> <li>Mechanical ventilation;</li> </ul>		<p>content value (e.g. unknown, not available etc.) for each variable</p> <p><b>Group B Data Elements:</b>  100% completion rate and maximum of 5% of cases with unavailable content value (e.g. unknown, not available etc.) for each variable</p> <p><b>Group C Data Elements:</b>  100% completion rate and maximum of 20% of cases with unavailable content value (e.g. unknown, not available etc.) for each variable</p>

Activity	Deliverable	Timeline†	Performance Standard‡
			<b>Group D Data Elements:</b> 100% completion rate for each variable
Denominator Data	<p>Hospital admissions by age group** must include:</p> <ul style="list-style-type: none"> <li>• All cause; and</li> <li>• All respiratory causes by International Classification of Disease (ICD) code (J00 to J99) (Appendix B)</li> </ul> <p>ICU admissions by age group** must include:</p> <ul style="list-style-type: none"> <li>• All cause; and</li> <li>• All respiratory causes by ICD code (J00 to J99) (Appendix B).</li> </ul> <p>Deaths by age group** must include:</p> <ul style="list-style-type: none"> <li>• All cause; and</li> <li>• All respiratory causes by ICD code (J00 to J99) (Appendix B).</li> </ul>	<p>Weekly- for week starting Sunday and ending Saturday, data must be available by 9am, Eastern Standard Time on Thursday the following week</p> <p>Starting September annually</p> <p>Weekly cumulative each surveillance season</p> <p>Ending when the PHAC declares interseasonal levels have resumed</p>	<b>Reporting:</b> 100% of sentinel sites
Laboratory Testing Data	<p>Number of influenza tests performed by age group**</p> <p>Number of positive influenza tests by age group**</p>	<p>Weekly- for week starting Sunday and ending Saturday, data must be available by 9am, Eastern Standard Time on Thursday the following week</p> <p>Starting September annually</p>	<b>Reporting:</b> 100% of sentinel sites



Activity	Deliverable	Timeline†	Performance Standard‡
		Weekly cumulative each surveillance season  Ending when the PHAC declares interseasonal levels have resumed	

†Timelines for data receipt can be negotiated in the protocol development phase

‡ The performance standard of 100% completion rate includes unavailable content values (e.g. n/a, missing etc) and is set at 100% to ensure that there are no blank fields

\*Case data age groups (WHO standard): 0-<2 years; 2-4 years; 5-14 years; 15-49 years; 50-64 years; 65+ years

\*\*Denominator age groups: 0-6 mos; 6mos-11mos; 12-23mos; 2-4 years; by 5 year age band up to 84 years; 85+ years

#### 2.1.4. Phase 4: Vaccine Effectiveness Monitoring

The Work in this Phase involves the Contractor completing an estimation of the effectiveness of the seasonal influenza vaccine at 2 points in the surveillance season, as determined by status of project enrolment vis a vis sample size requirements outlined in the project protocol (see section 2.1.2), using the case data gathered through surveillance activities and non-case data gathered as outlined in the protocol submitted at the beginning of the surveillance season. If the sample size is not sufficient to derive an accurate estimate of VE by February 15 annually, the Contractor will inform the Technical Authority and request direction on required action plan.

For this phase, the Contractor's resources will involve reporting on project findings, namely the vaccine effectiveness (VE) estimates as outlined in Table 2. Monthly VE datasets will be used to monitor recruitment and data quality.

**Table 2. Phase four deliverables (vaccine effectiveness monitoring)**

Activity	Deliverable	Timeline
VE Estimation Dataset	De-identified line list used for vaccine effectiveness estimation including all data elements used for the vaccine effectiveness estimation	Monthly cumulative  Annually
Produce an Interim Estimate	Interim vaccine effectiveness estimates with 95% confidence intervals where sample size and power are sufficient to support valid estimation must include the following: <ul style="list-style-type: none"> <li>Global crude VE; and</li> <li>Global adjusted VE and method of adjustment</li> </ul> and stratified analysis using the following strata (sample size permitting): <ul style="list-style-type: none"> <li>Age groups;</li> <li>Presence of absence of high-risk conditions;</li> <li>Time: early, peak and late influenza season;</li> <li>Virus subtype; and</li> </ul>	At least 5 days before submission for publication and at least 14 days before publication and on or before February 1 annually.



Activity	Deliverable	Timeline
	<ul style="list-style-type: none"> <li>Virus strain.</li> </ul> <p>Locked down de-identified line list including all data elements used for the interim vaccine effectiveness estimation.</p>	
Produce an Annual Final Status (summary) Report	Final summary report detailing all activities and findings of the VE estimation as per the reporting standards outlined in the Strengthening the Reporting of Observational Epidemiology (STROBE) <sup>1</sup> and also including a list of publications and presentations of data gathered for the purpose of the Contract must be provided to the Technical Authority.	End of August each year
Final Estimates	<p>Year-end vaccine effectiveness estimates with 95% confidence intervals as described for the interim estimate and including sensitivity analyses to explore other potential confounders and effect modifiers if sample size is sufficient to do so (e.g. antiviral administration, previous vaccinations, site variation etc.) must be provided to the Technical Authority.</p> <p>Locked down de-identified line list used including all data elements used for the final vaccine effectiveness estimation.</p>	At least 5 days before submission for publication and/or 14 days before publication and on or before February 1 annually.

### 2.1.5. Progress Reporting Deliverables

The Contractor will submit three status reports (MS Word) to the Technical Authority on an annual basis outlining the milestones achieved for the given period, open issues, and upcoming milestones as detailed in Table 3. In addition, at the end of the Contract, the Contractor must provide a report that summarizes the lessons learned in the development and maintenance of the sentinel surveillance network for the purpose of vaccine effectiveness monitoring.

**Table 3. Progress Reporting Deliverables**

Activity	Deliverable	Timeline
Status Reports	<p>Three status reports detailing the activities of the surveillance and VE monitoring components of the Contract. The report must include at a minimum:</p> <ul style="list-style-type: none"> <li>Status of Contract milestones (e.g. network establishment, case report form, data dictionary, data submission guide, study enrollment etc.);</li> <li>Open Issues; and,</li> <li>Upcoming milestones.</li> </ul>	<p>Report 1: Dec 31 (for the period Sept 1 to Dec. 31)</p> <p>Report 2: Mar 31 (for the period Jan. 1 to March 31)</p>

<sup>1</sup> The Strengthening the Reporting of Observational Studies in Epidemiology (STROBE) Statement: Guidelines for Reporting Observational Studies. J Clin Epidemiol. 2008; 61(4):334-9.

		Report 3: Jun 30 (for the period April 1 to June 30)
		Annually
Lessons Learned Report	A report detailing lessons learned throughout the Contract including the following at a minimum: <ul style="list-style-type: none"> <li>• Success factors;</li> <li>• Primary challenges and risks; and,</li> <li>• Opportunities/ recommendations for improvement.</li> </ul>	Annually

## 2.1.6 Additional Contractor Requirements:

The Contractor will be responsible for the preparation, conduct and administration of the Work in compliance with applicable laws, regulations and institutional policies. Other Contractor Requirements include:

- Hire and ensure proper training of sentinel site team members;
- Maintain ethics approval or exemption with hospital Research Ethics Boards (REB) as necessary;
- Maintain administrative approval for the project with hospital administration; and,
- Participate in monthly meetings with PHAC.
- Liaise with the Technical Authority for meetings and other related project management activities;
- Attend meetings/teleconferences with stakeholders if considered necessary by the Technical Authority;
- Submit all deliverables within the timelines outlined in Article 2.1;
- Keep all documents and proprietary information confidential;
- Acknowledge PHAC as a VE estimation project funder on any publications resulting from the project;
- Use its own equipment and software for the performance of this Work;
- Return all materials belonging to PHAC on completing the Contract;
- Obtain administrative approval for surveillance and monitoring with the hospital administration or appropriate department if applicable;
- Manage the data collected in Provincial and Territorial hospitals in accordance with hospital policy and Provincial and Territorial privacy legislation of each sentinel site (i.e. hospital) location;
- Meet with the representatives of each sentinel site (i.e. hospital) to resolve issues if and when they arise; the Contractor will be responsible for any associated costs (i.e. travel).

## 2.1.7 Resources:

While other resources will be required to complete the tasks, activities, deliverables and milestones described in this section 2 "Requirements" of this Statement of Work; the primary resource is described below:

### a) Principal Investigator:

The Principal Investigator is the day to day single point of contact for the Contractor's' team responsible for the supervision and conduct of work. The responsibilities of this individual includes, but is not limited to the following:

- Develop and govern the implementation of the surveillance and monitoring protocols;
- Ensure close and regular communication with the sentinel site team members;
- Ensure appropriate identification, investigation and confirmation of cases of influenza in compliance with the surveillance protocol and case report form;
- Ensure data are gathered and reported as outlined in Table 1 by all sites and merged prior to submission to PHAC;
- Oversee the management of the database of case reports from all hospitals;

- Ensure appropriate data quality measures are in place for database management;
- Oversee the development and maintenance of procedures and tools for data transfer to PHAC;
- The Principal Investigator or approved designate must participate in approximately one teleconference meeting each month to share surveillance and VE monitoring findings with Provincial and Territorial surveillance counterparts
- The Principal Investigator resource assigned to the Contract must be ready to work in close and frequent contact with the Technical Authority and other PHAC personnel, as well as the Contracting Authority;

## **2.2. Specifications and Standards**

All data must be provided in a format accessible to PHAC. PHAC currently uses MS Excel for data submission of the sentinel case-level in-hospital surveillance data on influenza-associated severe outcomes in the adult population but will be moving to a new electronic data platform. If the PHAC data submission standards change during the life of this Contract, the Technical Authority will identify the new standard to the Contractor and will work with the Contractor on the dates by which the new standards must be met.

All data must be valid and meet completeness and timeliness standards outlined in Article 2.1.

Before data are transferred to the PHAC any and all personal information, such as names, must be removed and replaced with an impersonal unique person identification number. The Work is to be completed and submitted within the time lines outlined in Article 2.1.

Authorship for any publications must be in accordance with the ICMJE Authorship Guidelines<sup>2</sup>.

The Contractor must adhere to epidemiological practice as outlined in the Canada's Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans.

The Contractor must obtain all required exemptions or approvals necessary for the project from each sentinel site. In addition, depending on the design of the VE protocol this may also include review by the Health Canada/Public Health Agency of Canada Research and Ethics Board (e.g. for exemption).

For any publication not already identified in Table 4, the Contractor must notify the Technical Authority of the publication of data gathered for the purpose of this Contract 5 days before submission for publication and at least 14 days before publication.

## **2.3. Technical, Operational and Organizational Environment**

All tools for the implementation of this Contract (e.g. computers with MS Office) will be provided by the Contractor.

## **2.4. Method and Source of Acceptance**

All Work rendered under the Contract, including revisions, will be subject to approval by the Technical Authority. Any communication with the Contractor about the quality of Work performed under the Contract must be undertaken by correspondence through the Technical Authority with a copy to the Contracting Authority. The Contractor must provide the Technical Authority with all deliverables electronically as Microsoft Office products.

The Technical Authority has the right to reject any deliverables that are not considered satisfactory or the Technical Authority can require their correction before payment will be authorized by the PHAC to the Contractor.

## **2.5. Reporting Requirements**

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<sup>2</sup> ICMJE – Defining the Role of Authors and Contributors: <http://www.icmje.org/recommendations/browse/roles-and-responsibilities/defining-the-role-of-authors-and-contributors.html>

In addition to the timely submission of the deliverables and the fulfillment of all obligations under this Contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Technical Authority.

Communication is defined as all reasonable effort to inform the Technical Authority of plans, decisions, proposed approaches, implementation, and results of Work, to ensure that the Work is progressing well and in accordance with expectations. Communication may include phone calls, electronic mail, and meetings.

The Contractor is to immediately notify the Technical Authority of any issues, problems or areas of concern, relating to any Work completed under this Contract, as they arise.

### **3. ADDITIONAL INFORMATION**

#### **3.1. Public Health Agency of Canada Responsibilities**

The CIRID Technical Authority shall:

- Provide feedback on Contract deliverables within 10 working days of receipt;
- Undertake, as required under the Federal Privacy Act and in keeping with the data safeguarding practices featured in Schedule 1 of the Personal Information Protection and Electronic Documents Act, all reasonable steps to exchange surveillance data in a manner that protects and safeguards against the loss of, unauthorized access to or unauthorized disclosure of potentially identifiable information, including but not limited to, implementing network firewalls, passwords, access restricted to authorized personnel, or other limits on access;

#### **3.2. Location of Work, Work site and Delivery Point**

The Work will be undertaken by the Contractor's resources within the sentinel sites and at the Contractor's facility(ies).

#### **3.3. Language of Work**

All deliverables will be provided in the official language of choice, English or French, as requested by the Technical Authority.

#### **3.4 Security**

The deliverables created for the purpose of this Contract (see Article 2.1) will remain under the control of Canada and subject to the Privacy Act and the Access to Information Act.

Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by HC/PHAC and/or Canada as required by the Privacy Act and the Access to Information Act.

No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

The Contractor must designate a senior individual within its organization to be the point of contact for complying with privacy and security obligations.

The Contractor must provide Canada with an up-to date list of all employees, subcontractors, or agents engaged in the contract who will have access to the datasets created for the purpose of this Contract and shall notify Canada in writing of any changes to the list as they occur.

All employees, contractors of the subcontractors, or agents to whom datasets generated for the purpose of this Contract may be accessible in the performance of the Contract must sign a privacy and confidentiality agreement.

The Contractor is prohibited from disclosing and/or transferring any datasets generated for the purpose of this contract to any third party within or outside of Canada except as necessary for the purposes of fulfilling its obligations under the agreement or unless otherwise directed to do so in writing by the government.

The Contractor must use the datasets created for the purpose of this Contract only for fulfilling its obligations under the contract unless otherwise agreed on by both parties in writing.

If the Contractor receives any request for disclosure of datasets generated for the purpose of this Contract for a purpose not authorized under the Contract, or if it becomes aware that disclosure may be required by law, the Contractor must immediately notify Canada about the request or demand for disclosure and must not disclose the information unless otherwise directed to do so in writing by Canada.

All deliverables created for the purpose of the Contract (see Article 2.1) must be retained by the Contractor for the duration of the Contract. On completion of the Contract, all datasets created for the purpose of the Contract must be disposed of by the Contractor. On completion of the Contract, the Contractor will have access to the deliverables created for the purpose of the Contract if requested from Canada.

The Contractor will ensure that any datasets created for the purpose of this Contract are protected against such risks as loss or theft, as well as unauthorized access, disclosure, transfer, copying, use, modification, or disposal.

The Contractor must maintain a record of individuals accessing, editing or changing datasets under development for the purpose of the Contract in order to detect unauthorized or unjustified access to datasets created for the purpose of this Contract and to allow the conduct of information audits if necessary.

#### 4. APPLICABLE DOCUMENTS AND GLOSSARY

##### Definitions:

Influenza Surveillance Season: Epidemiological week 35 to week 34 each year  
Interseasonal Level: Laboratory confirmed influenza activity below established seasonal thresholds  
Seasonal Level: Laboratory confirmed influenza activity at or above established seasonal thresholds  
Sentinel site: An adult acute care hospital that is part of a broader surveillance network

##### Acronyms:

CIRID Centre for Immunization and Respiratory Infectious Diseases  
ICMJE International Committee of Medical Journal Editors  
ICD International Classification of Disease  
ICU Intensive Care Unit  
PAHO Pan American Health Organization  
PHAC Public Health Agency of Canada  
VE Vaccine Effectiveness  
WHO World Health Organization

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## Appendix A: CASE DATA SUBMISSION EXAMPLE

Example of submission format for the first reporting requirement outlined in Table 1 (i.e. weekly case finding and reporting).

Site	ID	Age	Gender	Date of Admission	Date of positive influenza lab result	Epi Week of Lab Confirmation	Influenza Type	Influenza Subtype	Admitted to ICU	Death
X	CASEID	75	M	2017-01-01	2017-01-01	1	A	H3N2	N	N
X	CASEID	76	F	2017-01-02	2017-01-02	1	A	H3N2	N	N
X	CASEID	77	M	2017-01-03	2017-01-03	1	A	H3N2	N	N
X	CASEID	78	F	2017-01-04	2017-01-04	1	A	H3N2	N	N
X	CASEID	79	M	2017-01-05	2017-01-05	1	A	H3N2	N	N
X	CASEID	80	F	2017-01-06	2017-01-06	1	A	H1N1	Y	N
X	CASEID	81	M	2017-01-07	2017-01-07	1	A	H3N2	N	N
X	CASEID	82	F	2017-01-08	2017-01-08	2	A	H3N2	N	N
X	CASEID	83	M	2017-01-09	2017-01-09	2	A	H3N2	N	N
X	CASEID	84	F	2017-01-10	2017-01-10	2	A	H1N1	N	N
X	CASEID	85	M	2017-01-11	2017-01-11	2	A	H3N2	Y	N

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## Appendix B: INTERNATIONAL CLASSIFICATION OF DISEASE (ICD) CODES J00-J99

References to data on ICD codes J00-J99 pertain to admissions with one or more of the codes listed in ICD-10 Chapter X - Diseases of the respiratory system of the World Health Organization. A summary of the conditions included in this chapter are listed below. Additional details on each individual code can be found here:

<http://apps.who.int/classifications/icd10/browse/2010/en#/X>

J00-J06: Acute upper respiratory infections  
J09-J18: Influenza and pneumonia  
J20-J22: Other acute lower respiratory infections  
J30-J39: Other diseases of upper respiratory tract  
J40-J47: Chronic lower respiratory diseases  
J60-J70: Lung diseases due to external agents  
J80-J84: Other respiratory diseases principally affecting the interstitium  
J85-J86: Suppurative and necrotic conditions of lower respiratory tract  
J90-J94: Other diseases of pleura  
J95-J99: Other diseases of the respiratory system

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## **ANNEX "B"**

### **BASIS OF PAYMENT**



## 1. General

- 1.1 This Annex B describes the framework and fee structure that Canada will use to establish payment to the Contractor for Work performed pursuant to the Contract. The framework and fee structure will be in place for the duration of the Contract including any applicable Option Periods.
- 1.2 All prices and amounts of money in the Contract are exclusive of Applicable Taxes unless otherwise indicated.
- 1.3 The estimated Applicable Tax is included in the total estimated cost located on page 1 of the Contract.

## 2. Professional Services provided under the Contract:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price for each phase of work as specified in the pricing tables of this Annex B for a cost of \$ \_\_\_\_\_. Customs duties are excluded 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.

**Table 1 – Initial Contract Period  
Annual Firm Lot Price**

Phase of Work	Year 1	Year 2	Year 3
1) Network Adaptation & System Overview		N/A	N/A
2) Influenza Surveillance and Vaccine Effectiveness (VE) Monitoring Protocol			
3) Routine Influenza Surveillance			
4) Vaccine Effectiveness Monitoring			

**Table 2 – Option Periods  
Annual Firm Lot Price**

Phase of Work	Option Year 1	Option Year 2
1) Network Adaptation & System Overview	N/A	N/A
2) Influenza Surveillance and Vaccine Effectiveness (VE) Monitoring Protocol		
3) Routine Influenza Surveillance		
4) Vaccine Effectiveness Monitoring		
5) Transition		

**3. Pre-Authorized Travel and Living Expenses:** Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

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4. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

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## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

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## 1. Commercial General Liability Insurance

- 1.1** 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.
- 1.2** 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 Insured: 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 Insurer will endeavour to provide the Contracting Authority 30 day written notice of policy cancellation.
  - (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.
  - (l) 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises
  - (n) Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

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## **2. Errors and Omissions Liability Insurance**

**2.1** The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

**2.2** 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.

**2.3** The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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## **ANNEX D**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);

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## **ATTACHMENT "A"**

### **TECHNICAL EVALUATION CRITERIA**

## **Evaluation Criteria for Hospital- based Surveillance of Influenza and Routine Estimation of Seasonal Influenza Vaccine Effectiveness**

### **1. General Instructions**

For the purposes of this evaluation,

1. Bidders may use the attached evaluation grid below to reference supporting documentation, including but not limited to CVs with detailed descriptions of tasks/activities performed, Diplomas, and/or Degrees, which clearly demonstrates compliance with each of the stated mandatory and rated criteria. For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

2. For any requirements that specify a particular time period (e.g., 2 years) of work experience, the evaluation team evaluating bids on behalf of Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). The evaluation team will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

3. The following rating scheme will be used to evaluate Rated Requirements R5 "Proposed Work Plan".

Rating	Description
100%	Outstanding response; the rated area is fully met or exceeded; rigorous approach and methodology that meets all of the elements of the rated area. The Bidder receives 100% of the available points for this area.
75%	Response to the rated area is well addressed; good approach and methodology or missing minor elements. The Bidder receives 75% of the available points for this area.
50%	Response to the rated criteria is less than satisfactorily addressed; adequate approach and methodology or missing many points including some major elements. The Bidder receives 50% of the available points for this area.
25%	Unsatisfactory response; the approach and methodology are weak or missing many major elements. The Bidder receives 25% of the available points for this area.
0%	The rated area is not addressed. The Bidder receives 0% of the available points for this area.

### **2. 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. Each mandatory technical criterion must be addressed separately.

Bids which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.



<b>Mandatory Technical Criteria</b>		
<b>Number</b>	<b>Corporate Mandatory Technical Criterion</b>	<b>Bidder's Response</b>
<b>M1</b>	<p>The Bidder must identify and reference 1 project where the Bidder was responsible for implementing and managing a surveillance program. To be accepted the project reference must address each of the following criteria:</p> <ul style="list-style-type: none"> <li>• A minimum of 3 resources were required to deliver the work;</li> <li>• A minimum annual budget of \$350K; and, a minimum project duration of 24 months within the last 10 years of bid solicitation closing.</li> </ul>	
<b>Number</b>	<b>Resource Mandatory Technical Criterion</b>	<b>Bidder's Response</b>
<b>M2</b>	<p><b>Principal Investigator Mandatory Criteria</b></p> <p>The resource proposed as the Principal Investigator for the Project must:</p> <p>a) Be a Physician currently certified by either a Canadian or American certifying authority or hold a PHD in epidemiology, immunization or public health;</p> <p>b) Have a minimum of three years of experience in the last ten years* from bid closing, at least 1 of those 3 years leading, one or more health surveillance project that each involve three or more sentinel sites that are located in three or more different provinces and territories in Canada; ; and</p> <p>c) Have written a minimum of three peer-reviewed journal publications or reports in the last ten years* from bid closing on a topic related to influenza epidemiology. For each article listed, the Bidder must provide at a minimum:</p> <p>A) Author;  B) Publication;  C) Date of Publication;  D) Title of article;  E) Brief summary of the article (e.g. article abstract);  F) Impact factor of the publication.</p> <p>* Work experience, must include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date).</p>	

### 3. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately. In cases where more than one resource is bid for a resource category each resource will be evaluated separately against the specific criteria and an average of the scores will be used for evaluation purposes.

Number	Corporate Rated Technical Criteria	Points allocated for the criteria	Bidder's Response
R1	<p><b>Surveillance Service Experience</b></p> <p>The Bidder should demonstrate its experience implementing and managing a health surveillance data network for either the private or public sector in the last ten years from bid closing. The Bidder should describe at minimum:</p> <ul style="list-style-type: none"> <li>• Network Name</li> <li>• Network Partners</li> <li>• Network Purpose and Objectives</li> <li>• Network Outputs</li> <li>• Bidder's roles and responsibilities</li> </ul> <p>Points Allocation:  Two points will be awarded for each reference project up to a maximum of ten points. The bidder should provide project references completed under the same data network described in R1.</p>	10	
R2	<p><b>Principal Investigator – Teaching Experience</b></p> <p>The resource proposed as the Principal Investigator should be a subject matter expert in the area of vaccine effectiveness as measured by their experience teaching on vaccines in a graduate level course at a Canadian or American university in the last ten years* from bid closing.</p> <p>Point Allocation:  Two points will be given for each graduate level course taught to a maximum of ten points. Details on the course, the institution in which it was provided, the dates of delivery and how it meets the criteria should be provided for any points to be assigned.</p>	10	

Number	Corporate Rated Technical Criteria	Points allocated for the criteria	Bidder's Response
R3	<p><b>Principal Investigator – Impact Factor</b></p> <p>The resource proposed as the Principal Investigator should be a subject matter expert in the area of influenza epidemiology as defined by the impact factor of the articles identified in Mandatory Criteria M2c) as measured by CiteFactor, <a href="http://www.citefactor.org/">http://www.citefactor.org/</a></p> <p><b>Points Allocation:</b>  Of the three (3) articles identified for M1c), the article with the highest impact factor will be evaluated based on the following:  If 5 or more = 10 points  If 2.5-4.99 = 5 points  &lt;2.5 = 0 points</p>	10	
R4	<p><b>Principal Investigator - Experience negotiating with Canadian Provincial or Territorial Health Government Organizations for access to health related data</b></p> <p>The resource proposed as the Principal Investigator should have experience with the successful negotiation with Canadian Provincial or Territorial Health Government Organizations for access to health related data.</p> <p>The Bidder should describe the experience by providing:</p> <p>Project Name  Background  Bidder's roles and responsibilities  A copy of data access or data share agreement</p> <p><b>Points Allocation:</b>  Two points for each project or initiative in which they have experience with the successful negotiation with Canadian Provincial or Territorial Health Organizations for access to health related data to a maximum overall of 10 points.</p>	10	
R5	<p><b>Proposed Work Plan</b></p> <p>The Bidder should clearly outline in detail its proposed Work Plan to meet the requirements outlined in the Statement of Work (SOW). The proposed Work Plan should include the major activities of all personnel assigned to each task including Principal Investigator oversight, and the proposed schedule for completion or delivery in relation to the requirements of the SOW. Sufficient detail should be provided to demonstrate the Bidder's grasp of the requirement and the Bidder's competence to meet it. The Bidder should state any major risks and propose mitigation strategies.</p> <p><b>Points Allocation:</b></p>		

Number	Corporate Rated Technical Criteria	Points allocated for the criteria	Bidder's Response
	<p>Points will be allocated as follows:</p> <p><b>Phase 1: Network Establishment (SOW section 2.1.1)</b></p> <ul style="list-style-type: none"> <li>Proposed method of establishing or adapting the network in order to meet all surveillance infrastructure requirements</li> </ul> <p><b>Phase 3: Routine Surveillance (SOW section 2.1.3)</b></p> <ul style="list-style-type: none"> <li>Proposed method of case identification and verification</li> <li>Proposed method of data collection and reporting for case, laboratory and admissions data</li> <li>Proposed method of data management</li> </ul> <p><b>Phase 4: Vaccine Effectiveness Monitoring (SOW section 2.1.4)</b></p> <ul style="list-style-type: none"> <li>Proposed method of study subject selection.</li> <li>Proposed method of ascertainment of: <ul style="list-style-type: none"> <li>A) vaccination status; and</li> <li>B) specimen testing results.</li> </ul> </li> <li>Proposed method of data flow through all levels of reporting.</li> <li>Proposed method of data management.</li> <li>Proposed analytic approach.</li> </ul>	<p>15</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>	
	Minimum overall points required to be deemed responsive	60	
	Total available points	100	

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## **ATTACHMENT "B"**

### **BID SUBMISSION FORM**

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BID SUBMISSION FORM	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email:
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
<b>Jurisdiction of Contract:</b> Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
<b>Signature of Authorized Representative of Bidder</b>	_____

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## **ATTACHMENT "C"**

### **FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand 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, pTAAeed 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 Attachment C - Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)