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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 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, Canada's Online Information Products Terms and Conditions, the Bid Evaluation Criteria, and the List of Names Form.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

1.2 Summary

1.2.1 As the designated health care provider for Canadian military personnel, Canadian Forces Health Services (CFHS) delivers medical services across Canada and overseas. To ensure ongoing excellence in evidence-based practices, CFHS needs to procure an electronic medical evidence-based point-of-care information tool. The tool must provide answers to clinical questions, provide the most current treatment options, and provide medical information on the condition or question.

Online access to the tool is necessary for approximately 840 clinicians (CAF, DND, and Embedded Health Service Contractors) on any web-enabled computer without the use of password within designated institutions, as well as further access requirements as outlined.

The solicitation is intended to result in the award of one (1) contract for a one-year period beginning on Contract Award Date and ending one year after that date, included, and up to four (4) irrevocable option years allowing Canada to extend the term of the Contract.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.3 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

After contract award, 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 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.
Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- **Bidders MUST submit their bids electronically.** Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 Standard Instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

  The bid must be gathered per section and separated as follows:

  Section I: Technical Bid
  Section II: Financial Bid
  Section III: Certifications

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex D – Section 3.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

(c) Canada will use the Phased Bid Compliance Process as described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

(a) Canada is conducting the PBCP described below for this requirement.

(b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

(c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. 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. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

(d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) 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 Notice or 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. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) 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. 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. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

(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 will 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 in accordance with this Section. 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 (2018-03-13) 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 PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.

(b) Canada will send a written notice to the Bidder (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. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

(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 consequential 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 must 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 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 in accordance with this Section. 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 (2018-03-13) 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

4.1.1.1 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria. Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

4.1.1.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation with the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex D.

Failure to fully and clearly articulate, document and demonstrate compliance with the rated requirement will be to the Bidder’s disadvantage.

Mandatory and point rated technical evaluation criteria are included in Annex D.

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
    a. comply with all the requirements of the bid solicitation; and
    b. meet all mandatory criteria; and
    c. obtain the required minimum of 14 points overall for the technical evaluation criteria which are subject to point rating.
    The rating is performed on a scale of 26 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection – Highest Combined Rating of Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		$55,000.00	$50,000.00	$45,000.00
Calculations	**Technical Merit Score**	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

4.3 Consideration of Additional Terms in Top-Ranked Bid (following financial evaluation)

Bidders may, as part of their bid, submit additional terms. Whether or not such terms will be included in any resulting contract (as an Annex in accordance with the Article entitled “Priority of Documents” in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional terms are acceptable to Canada is a matter solely within the discretion of Canada.

The process is as follows:

Bids may include additional terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a publisher’s full standard license terms;

In cases where the Bidder has submitted a publisher’s full standard license terms, Canada will require that the Bidder remove these terms and submit only the terms that the Bidder would like Canada to consider;

Canada will review the additional terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;

If Canada determines that any proposed term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and

If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

For greater certainty and to ensure that only additional terms that have been approved by both parties are incorporated into any resulting contract, unless the additional terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions were included in the bid will not result in

those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.3 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this Solicitation nor the resulting Contract.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

i. The **Period of Contract** begins on the date the Contract is awarded and ends one year after that date, inclusive; and
ii. The period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **four (4)** additional option years under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Katelyn Henry
Title: Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate – PI Division
Address: Esplanade Laurier, 7th Floor
140 O'Connor Street
Ottawa, ON, K1A 0R5

Telephone: 343-550-0484
E-mail: Katelyn.Henry@pwgsc-tpsgc.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.

7.5.2 Technical Authority (to be identified in any resulting contract)

The Technical Authority for the Contract is:

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

Telephone: ___-___-_____
Facsimile: ___-___-_____
E-mail: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

7.5.3 Procurement Authority (to be identified in any resulting contract)

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

Telephone: ___-___-_____
Facsimile: ___-___-_____
E-mail: _____

The Procurement Authority must receive a copy of the Invoice. All inquiries for request for payment must be made to the Procurement Authority.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Contractor's Representative (to be identified in any resulting contract)

Name:
Title:

Organization:

Address:

Telephone:
Facsimile:
E-mail:

7.6 Payment

7.6.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B. Customs duties and Shipping are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

7.6.2 Single Payment

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

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

7.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In addition to Article 13 – Invoice Submission of General Conditions 2030:

a. The Government of Canada Contract Number shown on the front page of the Contract **must** be identified in the Invoice;
b. The Contract Period **must** be identified in the Invoice;
c. The Contracting Authority must not be identified in the Invoice. The Contracting Authority merely requires a copy of the Invoice.
d. Invoices must be distributed as follows:
    i. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment; and
    ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled “Authorities” of the Contract.

7.8 Certifications and Additional Information

7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.8.2 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.

7.9 Applicable Laws

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

7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;
(b) the General Conditions 2030 (2020-05-28);
(c) Annex A, Statement of Work;
(d) Annex B, Basis of Payment;
(e) Annex C, Canada's Online Information Products Terms and Conditions;
(f) Annex D, Evaluation Criteria; and
(g) the Contractor's bid dated _____, **(to be determined at the time of contract award)**.

7.11 Insurance Requirements

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

7.12 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

(b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX A

STATEMENT OF WORK

Medical Evidence-Based Point of Care Information Tool

1. PURPOSE

The Canadian Forces Health Services Group (CF H Svcs Gp) requires an electronic medical evidence based point-of-care information tool ("the Tool").

2. TERMINOLOGY

Adult: Ages 18+.

Authorized devices: A computer, lap-top computer, Tablet, or Mobile device that is used in whole or in part to complete the clinical and research work of CFHS personnel. This can include both DND-owned and personal devices. Authorization of devices is at the discretion of CFHS.

CAF: Canadian Armed Forces. When used to refer to people, this references members of the military.

CFHS: Canadian Forces Health Services. When used to refer to the entity, it refers to the needs of the CAF/DND. When used to refer to people, it refers to the needs of all clinicians (CAF/DND/Embedded Health Service Contractors).

Clinical practice guidelines: Recommendations intended to optimize patient care that are informed by a systematic review of evidence and an assessment of the benefits and harms of alternative care options (Source: American Academy of Family Physicians // aafp.org)

Clinicians: Health Professionals specializing in the treatment of patients. Examples include MDs, RNs, Mental Health professionals, Physician Assistants, Pharmacists, etc.

Comprehensive: Wide-ranging in both content and scope; complete.

CPD: Continuing Professional Development

Current: In relation to the Tool's content, current is defined as within six months.

Defence-Wide Area Network (DWAN): One of DND's internal Networks. The majority of IP authenticated traffic will originate from the DWAN.

DND: Department of National Defence. When used to refer to people, this references civilians.

Embedded Health Service Contractors: Clinicians currently working within the Department of National Defence facilities under contract, who provide medical services to Canadian Forces members.

Evidence-based: information based or gained from scientific method, experiments, clinical trial or practice.

Mobile device: Personal hand-held cellular phones with data/internet technology (i.e. smartphones).

Off-site access: Access to the Tool from any computer connected to the internet when not physically located at a DND building or connected to the DWAN by Virtual Private Network (VPN).

Offline access: Access to the Tool when no internet connection is available.

Online access: Access to the Tool when internet connection is available.

Peer-Review Process: A review of submitted clinical information, examined and approved for content and accuracy by at least 2 medical clinicians, in advance of posting the articles on the Tool.

Point-of-Care Tool "the Tool": resource that provides evidence-based information, clinical practice guidelines, and summarized/synthesized analysis to assist clinicians with clinical questions and decision making.

Tablet device: Personal information devices that operate using an application-based system rather than a formal computer operating system.

Transparent: Open to public scrutiny, complete disclosure.

User-friendly: Intuitive to a practitioner with limited technical knowledge; allowing easy retrieval and viewing of information based on simplified searches and navigation.

3. BACKGROUND

As the designated health care provider for Canadian military personnel, Canadian Forces Health Services (CFHS) delivers medical services across Canada and overseas. To ensure ongoing excellence in evidence-based practices, CFHS needs to procure an electronic medical evidence based point-of-care information tool. This tool will assist CFHS medical personnel in their everyday job, as well as provide the most recent information on the medical field and available treatment for patient care.

At CFHS, the primary clinician group includes those that determine diagnosis and prescribe treatment plans. This includes physicians, nurse practitioners, and physician assistants. Secondary user groups include all other clinicians that actively contribute to the treatment plan such as nurses, pharmacists, and other clinicians. Online access to the Tool is necessary for approximately 840 clinicians (CAF, DND, and Embedded Health Service Contractors) on any web-enabled computer without the use of password within designated institutions, as well as further access requirements as outlined. The Tool is needed to provide answers to clinical questions; provide the most current treatment options; as well as provide medical information on the condition or question.

4. REQUIREMENTS

The Contractor must provide access by institutional subscription, to an electronic medical Evidence-based Point-of-Care tool for CFHS clinicians. (Currently estimated at 840 clinicians. These numbers could fluctuate by approx. 30 clinicians, from year to year.)

The Contractor must provide a tool that fulfills at a minimum, the following requirements:

4.1 Accessibility

Mandatory Criteria
4.1.1 The Tool must be compatible with DWAN and accessible simultaneously to an unlimited number of users on any web-enabled DWAN computer (and other computers to be designated in the contract) within

designated institutions. (Locations in Canada, the USA, Overseas, and a fluctuating number of deployment locations – current estimate approx. 60 total.) **(M1)**

4.2 Technical requirements

Mandatory Criteria

4.2.1 Must have a search functionality. **(M2)**
4.2.2 Must provide medically relevant, current and thorough information on condition(s) searched. Must provide a summary, general information, diagnosis, treatment, and care. **(M3)**
4.2.3 The information published in the Tool must be subject to a transparent and comprehensive review process. **(M4)**
4.2.4 Must provide current information to clinical questions. **(M5)**
4.2.5 Must provide unbiased information, for which the main source of funding is not from a pharmaceutical or medical research company. **(M6)**
4.2.6 The summary of medical conditions must include evidence-informed interpretations or recommendations and must draw from current clinical practice guidelines in order to make the information relevant and applicable for practice. **(M7)**
4.2.7 Must have a search tool that covers at a minimum the following topics/areas: **(M8)**

- 4.2.7.1 Surgery
  - 4.2.7.1.1 General Surgery
  - 4.2.7.1.2 Orthopedic Surgery
  - 4.2.7.1.3 Plastic General Surgery
- 4.2.7.2 Internal Medicine
  - 4.2.7.2.1 Cardiology
  - 4.2.7.2.2 Endocrinology
  - 4.2.7.2.3 Nephrology
  - 4.2.7.2.4 Neurology
  - 4.2.7.2.5 Pulmonary Medicine
  - 4.2.7.2.6 Hematology
  - 4.2.7.2.7 Gastroenterology
- 4.2.7.3 Hospital Medicine
  - 4.2.7.3.1 Emergency Medicine
  - 4.2.7.3.2 Primary Care
  - 4.2.7.3.3 Critical Care
- 4.2.7.4 Family Medicine
- 4.2.7.5 Other specialties
  - 4.2.7.5.1 Immunology
  - 4.2.7.5.2 Dermatology
  - 4.2.7.5.3 Infectious Diseases
  - 4.2.7.5.4 Obstetrics
  - 4.2.7.5.5 Gynecology
  - 4.2.7.5.6 Oncology
  - 4.2.7.5.7 Pediatrics
  - 4.2.7.5.8 Psychiatry

4.3 Asset Criteria

4.3.1 The Tool should have an easy print option for content– this applies to the full/desktop version of the Tool, not the Mobile or Tablet versions. **(A1)**
4.3.2 The Tool should have a search engine that allows the prioritization of adult topics. **(A2)**
4.3.3 The Tool should include a function that cross-references to common medication names with its trade names directly in the search results (not only in the reference section). **(A3)**
4.3.4 The Tool should provide linkage to pharmaceutical reference information. **(A4 and A5)**
4.3.5 The Tool should allow registered users to earn CPD credits. **(A6 and A7)**
4.3.6 The Tool should have the ability to e-mail full-text of articles **(A8)**

4.3.7 The Tool should have patient handouts **(A9)**

5. DELIVERABLES

Mandatory Criteria
5.1 The Contractor shall provide 24 hours a day, 7 days a week, full access to the online tool for the duration of the contract to the users. **(M9)**

Asset Criteria
5.2 The downtime required for maintenance should be minimal with 72 hours advance notification of maintenance downtime to be sent to the Technical Authority, and similar advance notification posted on the Tool's website. **(A10)**

6. CONSTRAINTS

Mandatory Criteria
6.1 Online tool must be compatible with the DWAN. **(M1)**
6.2 The Tool must be available offsite to validated authorized users of CFHS. **(M10)**
6.2.1 The Tool must require periodic revalidation of authorized users, minimum annually. **(M10)**
6.3 The Tool must be compatible with mobile devices. **(M11)**
6.3.1 The mobile Tool must require periodic revalidation of authorized users, minimum annually **(M11)**
6.4 A version of the Tool must be available offline to the defined user group on authorized devices. **(M12)**
6.4.1 The Tool must have the ability to update the offline version when the mobile device is reconnected to the internet. (**M12)**

Asset Criteria
6.5 A version of the Tool (with the same requirements for periodic revalidation of authorized users) that is compatible with tablet devices will be considered an asset. **(A11)**

7. LANGUAGE OF WORK

Mandatory Criteria
7.1 The electronic medical evidence-based point- of-care information tool must be rendered in English (website/search interface, content, and patient handouts). **(Assessed via Bid materials [printouts and screen-shots] provided by Bidder) (M13)**

Asset Criteria
7.2 French-language interface will be considered an asset. **(A12)**
7.3 French-language content (original or professionally translated) will be considered an asset. **(A13)**
7.4 French-language patient handouts (original or professionally translated) will be considered an asset. **(A14)**
7.5 Machine translated interfaces, content pages, and/or handouts will not be accepted for these asset criteria. **(A13 and A14)**

8. TRAVEL

8.1 There is no requirement for travel.

ANNEX B

BASIS OF PAYMENT

Item No.	Table 1 Initial Deliverables Description	Qty	Unit Price	Extended Price
1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

Option Year One – 2021-2022				
Item No.	**Table 2 Optional Deliverables Description**	**Qty**	**Unit Price**	**Extended Price**
1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

Option Year Two – 2022-2023				
Item No.	**Table 3 Optional Deliverables Description**	**Qty**	**Unit Price**	**Extended Price**
1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

Option Year Three – 2023-2024				
Item No.	**Table 4 Optional Deliverables Description**	**Qty**	**Unit Price**	**Extended Price**
1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

Option Year Four – 2024-2025				
Item No.	**Table 5 Optional Deliverables Description**	**Qty**	**Unit Price**	**Extended Price**
1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

ANNEX C

CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS

1. DEFINITIONS

Authorized User(s): are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

Commercial Use: use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use.

Contractor: the Publisher to whom the Contract is awarded.

Licensee: Canada is the licensee.

Online Information Product(s) otherwise referred to as "Licensed Material(s)": for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Publisher.

Secure Network: a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

Server: the server, either the Contractor's server or a third party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

Subscription Fee: the license fee for each year of the period of contract.

Subscription Period otherwise referred to as "Term" or "Contract Period": the length of time the Online Information Product(s) are made available to the Authorized User(s), as identified in the Contract.

2. LICENSE

a. Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract is non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.

b. This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.

c. The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.

d. The Contractor agrees that the terms and conditions of this Contract, which includes this License as Annex C, supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Licensee or any Authorized User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.

e. Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.

f. Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

3. USAGE RIGHTS

a. The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the Authorized Users.

b. The Licensee and its Authorized Users may provide print or electronic copies of individual articles, chapters or other individual items of the Content, to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval, patent and/or trademark applications or other regulatory purposes in respect of Licensee's products or services.

c. Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the *Copyright Act* of Canada.

4. PROHIBITED USES

4.1 Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:

i. remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);

ii. systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;

iii. mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;

iv. directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.

4.2 The Contractor's or its duly authorized Representative's explicit written permission must be obtained in order to:

i. use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;

ii. systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;

iii. publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;

iv. alter, abridge, adapt or modify the Online Information Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. CONTRACTOR'S UNDERTAKINGS

a. The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.

b. Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.

6. LICENSEE'S UNDERTAKINGS

The Licensee must:

a. ensure that only Authorized Users are permitted access to the Online Information Product(s);

b. ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;

c. monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

d. issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;

e. keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License;

f. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding Clause 9, this License shall immediately terminate.

7. UNDERTAKINGS BY BOTH PARTIES

a. Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

b. The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

8. LICENSE FEE

Licensee must pay the fees to the Contractor as set forth in the Contract.

9. TERM AND TERMINATION

a. In addition to automatic termination (unless renewed) under Clause 2, this License could be terminated:

i. if the Licensee defaults in making payment of the Fee as provided in the Contract; and/or

ii. if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party.

b. On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License.

c. On termination of this License for default, as specified in Clause 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.

d. On termination of this License by the Licensee for default, as specified in Clause 9 a. (ii) above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.

e. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding Clause 9, this License shall immediately terminate.

10. GENERAL

Alterations to this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

ANNEX D

EVALUATION CRITERIA

This document sets out the criteria that will be used to evaluate the Bidder's Technical and Financial Bid (to be provided in separately bound sections) and describes the content required for conducting the evaluation.

Section 1 contains mandatory evaluation criteria denoted as M1 through M13.
Section 2 contains point-rated evaluation criteria denoted as A1 through A14.
Section 3 contains the Financial Evaluation methodology.

1. MANDATORY EVALUATION CRITERIA

To be considered responsive, a bid must meet all of the following mandatory evaluation criteria. Bids not meeting all of these mandatory requirements will be given no further consideration. Consequently, Bidders are encouraged to supply as much information as necessary to demonstrate clearly that the mandatory requirements have been met.

The Bidder must provide a free trial period for one (1) month access to six (6) concurrent users in order for evaluators to validate the claims of the Bidder. If Canada determines that the Bidder has not provided operational trial accounts at bid closing, Canada will allow the Bidder the opportunity to submit username and passwords to access the free trial. Failure to provide such access and associated information within the time frame provided will result in the bid being declared non-responsive.

#	Mandatory Criteria	MET	NOT MET
M1	**The Tool must be compatible with DND's internal network system, the Defence Wide Area Network (DWAN).**		
	The Tool must be compatible with DWAN and accessible simultaneously to an unlimited number of users on any web-enabled DWAN computer (and other computers to be designated in the contract) within designated institutions. (Locations in Canada, the USA, Overseas, and a fluctuating number of deployment locations – current estimate approx. 60 total.)		
M2	**The Tool must have a search functionality**		
	The Tool must include a variety of search/information-access capabilities. The Bidder must provide printouts that demonstrate that the Tool's database is capable of showing the following: a) Keyword search; b) Drug search to return relevant monograph; c) Browsing by subject; and d) Organize by relevance. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*		
M3	**Point of care information resource**		

	The Bidder must demonstrate that the Tool provides medically relevant, current and thorough information on condition(s) searched. The Tool must provide a summary, general information, diagnosis, treatment, and care using these specific searches as evidence: "shortness of breath" as a general search; and "pneumonia" as a specific search The Bidder must submit a step-by-step instruction of all the steps performed in the search engine to arrive at the appropriate medical information. The Bidder must submit a print out of each screen used during the search, as well as the result screen that provides the medical information. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*		
M4	**Transparent and comprehensive peer-review process**		
	The Bidder must provide a document which includes an explanatory paragraph or paragraphs for each of the following criteria: (1) rigour, (2) scope, (3) process, and (4) frequency of the peer-review and publication processes. The peer review must be at least a 2-level review process.		
M5	**Update methodology**		
	The Bidder must provide a document which includes an explanatory paragraph or paragraphs for each of the following aspects of the update methodology of the contents of the Tool: (1) rigour, (2) scope, (3) process, and (4) frequency.		
M6	**Tool must provide unbiased information**		
	The Bidder must submit documentation that supports the following: To demonstrate professional and ethical independence, the Bidder must have a Conflict of Interest policy to ensure impartiality of the published content. The Bidder must also provide a statement attesting that there is no financial conflict of interest in the final levels of review of the published content.		
M7	**Tool must provide evidence-informed information**		
	In order to demonstrate the integration of current, relevant evidence and clinical practice guidelines into the Tool, the Bidder must provide a printout of the search results for "deep vein thrombosis" which demonstrates how recent changes in evidence are integrated into the article and how clinical practice guidelines are included and referenced. The Bidder must include further documentation that describes the framework used to grade the level of evidence reported used in the Tool.		

	In addition, the above capacity must be available during the free trial period for evaluation purposes.		
M8	**Tool covers list of topics in the SOW, section 4.2.7**		
	The Bidder must submit a complete list of the areas covered in their medical evidence based point of care tool, highlighting specifically those listed in 4.2.7 for reference. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*		
M9	**Full access to the Tool 24 hours day, 7 days a week**		
	The Bidder must provide documentation outlining how they will provide 24 hours a day, 7 days a week, full access to the online Tool for the duration of the contract to the users. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*		
M10	**Tool is available off-site to validated users; Tool will require periodic (minimum annually) revalidation of authorized users**		
	The Bidder must provide documentation clearly explaining how the Tool will be made available off-site, how the Tool will validate users, how often users will need to re-validate and how the re-validation process works, and any difference(s) between the on-site and off-site Tools. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*		
M11	**Tool must be compatible with mobile devices; mobile Tool will require periodic revalidation (minimum annually) of authorized users**		
	The Bidder must provide documentation clearly outlining the Tool's complete current mobile capabilities and list of supported Operating Systems; how the Tool will validate users, how often users will need to re-validate and how the re-validation process works, and any difference(s) between the on-site and mobile Tools. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*		
M12	**Tool must be available offline on authorized devices**		
	The Bidder must provide documentation clearly outlining the offline capability that will be provided to CFHS; how the offline Tool will be delivered; how often the offline version will be		

	updated; how updates will be delivered; and any difference(s) between the online and offline versions of the Tool. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*		
M13	**English-language website/search interface, content, and patient handouts**		
	The Bidder must provide documentation regarding the availability of an English-language website/search interface, content, and patient handouts and a screenshot of the each. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*		

2. POINT-RATED EVALUATION CRITERIA

The Bidder's Technical Bid will be scored out of a total of 26 available points.

The Technical Bid will be assessed against the following categories of point-rated criteria, each weighted according to the maximum points indicated.

Item No.	Criteria	Points Scale	Points Awarded
A1	**Article printout option** Bidder should provide screenshots demonstrating how article printing is accessible within the Tool. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	"Printer friendly" button on the screen = 2pts Use the browser's print option = 1pt Printing not compatible with Tool = 0pts	**2**
A2	**Adult topics** The Bidder should provide documentation/print outs that demonstrate the Tool distinguishes between adult and pediatric topics. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	The Tool can distinguish between adult and pediatric topics = 2 pts The Tool cannot distinguish between adult and pediatric topics = 0 pts	**2**

A3	**Cross-reference of common medication names** The Bidder should provide documentation/print outs that demonstrate the Tool cross-references common medication names with its trade names directly using the search “varenicline”. Cross-referencing in the reference section will not be considered compliant. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	The Tool cross-references correctly, Canadian trade names included = 4 pts The Tool cross-references correctly, no Canadian content available = 2 pts The Tool is not compliant = 0 pts	**4**
A4	**Linkage to pharmaceutical reference information** The Bidder should provide documentation outlining the pharmaceutical content integrated into the Tool. Source, extent of information, percent of Canadian content (see A5), and currency should all be covered. Printouts of a search (“zopiclone”) should be included to support this asset criteria. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	Tool has pharmaceutical information integrated=3pts No integrated pharmaceutical information = 0 pts	**3**
A5	**Canadian Pharmaceutical content** The Bidder should provide documentation outlining the percent of Canadian content integrated into the Tool and currency of the information. The full contents of the Compendium of Phamaceutics and Specialties (CPS) will be considered 100% integration. Printouts of a search (“zopiclone”) should be included to support this criteria. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	Tool has full CPS integration = 2pts Canadian content but not full CPS integration = 1pt No Canadian pharmaceutical information = 0pts	**2**

A6	**CPD Credits** The Bidder should provide documentation outlining how CPD credits can be earned, recorded, and submitted to regulating bodies.	CPD Credit system entirely integrated within the Tool = 2pts No CPD Credits can be earned using the Tool= 0 pts	**2**
A7	**CPD Credits** The Bidder should provide a list of Canadian regulating bodies who accept CPD credits from the Tool. To meet the minimum, this list must include CFPC (Mainpro+) and Royal College (MAINPORT).	Meets minimum = 1pt Fails to meet minimum = 0pts	**1**
A8	**Ability to E-mail articles** Bidder should provide screenshots demonstrating how articles can be e-mailed within the Tool. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	Able to e-mail full-text of articles = 2pts Able to e-mail full-text of articles only to other validated users = 1pt Unable to e-mail articles = 0pts	**2**
A9	**Patient information version/handouts** The Bidder should supply screenshots displaying how patient handouts are accessible inside the Tool. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	Vendor generated handout available directly on the Tool = 2pts Third party handout available through a link to another site = 1pt No patient handouts available = 0pts	**2**
A10	**Downtime required for maintenance** The Bidder should provide documentation regarding their procedure when downtime is required for maintenance.	Bidder provides documentation that indicates they will be able to provide 72 hours advance notification for planned downtime = 1pt No documentation or not able to meet 72 hours advance notification = 0pts	**1**

A11	**Compatibility with Tablet devices** The Bidder should provide documentation clearly outlining the Tool's complete current tablet capabilities; how the Tool will validate users, how often users will need to re-validate and how the re-validation process works, and any difference(s) between the on-site and tablet Tools. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	Tool is compatible with tablet devices = 1pt No tablet compatibility = 0pts	**1**
A12	**French-language interface** The Bidder should provide documentation regarding the availability of a French-language interface for the Tool, and a screenshot of the interface. Note: Machine translations of the English interface void points for this asset criteria. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	Interface available in French=2pts Interface not available in French = 0pts	**2**
A13	**French-language content** The Bidder should provide documentation outlining the percentage of their content available in French, with a sample. NB: Machine translations void points for this asset criteria. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	21-100% French-language availability = 1pt 0-20% French-language availability = 0pts	**1**

A14	**French-language patient handouts** The Bidder should provide documentation outlining the percentage of their handouts available in French, with a sample. NB: Machine translations void points for this asset criteria. *In addition, the above capacity must be available during the free trial period for evaluation purposes.*	21-100% French-language availability = 1pt 0-20% French-language availability = 0pts	**1**
		Total out of 26	

3. FINANCIAL EVALUATION

PWGSC will conduct the financial evaluation based on the methodology detailed below.

Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

The calculation of the Financial Bid will be conducted based on the following formula:
(sum of tables 1 through 5) / number of points scored = price per point

Bidders must complete tables 1 through 5 below, with their **firm unit price, applicable tax and total with currency**. For purposes of the Financial Bid, Bidders may reproduce these tables in their entirety in order to complete.

Item No.	Table 1 Initial Deliverables Description	Qty	Unit Price	Extended Price
1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

Option Year One – 2021-2022				
Item No.	**Table 2 Optional Deliverables Description**	**Qty**	**Unit Price**	**Extended Price**
1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

Option Year Two – 2022-2023				
Item No.	**Table 3 Optional Deliverables Description**	**Qty**	**Unit Price**	**Extended Price**
1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

Option Year Three – 2023-2024				
Item No.	**Table 4 Optional Deliverables Description**	**Qty**	**Unit Price**	**Extended Price**

1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

Option Year Four – 2024-2025				
Item No.	**Table 5 Optional Deliverables Description**	**Qty**	**Unit Price**	**Extended Price**
1	Medical Evidence-Based Point-of-Care Information Tool	1		
			TOTAL :	

ANNEX E

LIST OF NAMES FORM

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	