



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

Health Canada / Santé Canada

**Attn: Yvonne Murphy**

**Email:** yvonne.murphy@hc-sc.gc.ca

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal To: Health 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 thereof.

**Proposition à:  
Santé 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-annexées, au(x) prix indiqué(s).

**Instructions : See Herein  
Instructions: Voir aux présentes**

**Issuing Office – Bureau de distribution**

Health Canada / Santé Canada  
200, Eglantine Driveway  
Tunney's Pasture  
Ottawa Ontario K1A 0K9

<b>Title – Sujet</b> Food Safety Course for School-Aged Children	
<b>Solicitation No. – N° de l'invitation</b> 1000237771	<b>Date</b> January 17, 2022
<b>Solicitation Closes at – L'invitation prend fin à</b> on / le – <b>February 28, 2022</b>	<b>Time Zone</b> <b>Fuseau horaire</b> 2:00 pm EST
<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> Name: Yvonne Murphy Email: yvonne.murphy@hc-sc.gc.ca Telephone: 343.543.1965	
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction:</b> See Herein – Voir ici	
<b>Delivery required - Livraison exigée</b> See Herein – Voir ici	
<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur :</b> <b>Telephone No. – N° de téléphone :</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
<hr/> <b>(type or print)/ (taper ou écrire en caractères d'imprimerie)</b>	
<hr/> <b>Signature</b>	<hr/> <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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, 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 and the Basis of Payment.

### 1.2 Summary

Please refer to Annex A – Statement of Work

### 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.



## **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) (<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.

### **2.2 Submission of Bids**

You are invited to submit electronic copies in either official language (English or French) of both the Technical and Cost Proposals. The RFP Reference Number and the title of the Requirement must be in the subject line of your email and your proposal must be structured in accordance to section 3.1.

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

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

2.2.1 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract.

2.2.2 It is the Bidder's responsibility to obtain, if necessary, clarification of the requirements contained in the RFP and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Contracting Authority identified in Part 7, Section 7.5.1 and in accordance with section 2.4 (Enquiries).

2.2.3 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source is not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

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



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

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

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

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

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

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

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

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

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

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) working 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.

#### **2.5 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.

#### **2.6 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**

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

#### **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 and describe their approach 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**

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

#### **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 Mandatory Technical Criteria

Bidders **MUST** respond to the following mandatory evaluation criteria IN THE ORDER SHOWN. Any proposal which fails to meet all of the mandatory criteria will be eliminated from further consideration and will be deemed **NON-COMPLIANT**. Only information cited in the Mandatory technical grid response will be evaluated.

#### FOR THE PURPOSE OF THIS EVALUATION:

1. Bidders MUST use the attached evaluation grid below to reference supporting documentation, including but not limited to CVs with detailed descriptions of tasks/activities performed, the timeframe in which those task/activities were completed, which clearly demonstrates compliance with each of the stated mandatory and rated criteria.

Criteria #	Corporate Mandatory Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
MT1	The Bidder must demonstrate that the organization has a minimum of five (5) years of experience in developing courses for school-aged children in Canada.		
MT2	The Bidder must demonstrate that the organization has established a network across Canada to reach teachers, students, school boards, and provincial/territorial ministries and departments responsible for education.		
MT3	The Bidder must demonstrate that the organization has a <b>minimum</b> of 5 years of experience and expertise in developing courses for school-aged children including lesson plans and multimedia products (e.g., infographics, brochures, videos, etc.).		
MT4	At least one project team member must have skills and expertise in research, communications, education and knowledge mobilization in multimedia formats, and knowledge dissemination through social media platforms and other internet-based platforms		
MT5	The Bidder must provide at minimum three examples of similar projects related to outreach and education for school-aged children.		
Criteria #	Financial Criteria	Met (Yes/No)	Cross-Reference to bid
MF1	The total value of the contract emanating from this RFP shall not exceed \$420,000.00 CAD, including all applicable taxes.  Phase One: \$120,000.00 Phase Two: \$120,000.00 Phase Three: \$120,000.00 Phase Four: \$60,000.00		





#### 4.1.1 Point Rated Technical Criteria

In order to qualify for the rating process, proposals MUST respond to the following rated requirements IN THE ORDER SHOWN.

#### FOR THE PURPOSE OF THIS EVALUATION:

1. Bidders MUST use the attached evaluation grid below to reference supporting documentation, including but not limited to CVs with detailed descriptions of tasks/activities performed, the timeframe in which those task/activities were completed, which clearly demonstrates compliance with each of the stated mandatory and rated criteria.

Criteria #	Point Rated Criteria	Cross-Reference to bid (indicate page #)	Max Points
PR1	Sufficient detail provided to demonstrate that the Bidder understands the scope and requirement as well as has competence to meet the requirement.		10 points
PR2	The Bidder clearly describes the proposed approach, methods and controls to meet the requirement including potential problems and resolutions.		10 points
PR3	The Bidder clearly demonstrates how the project deadline will be achieved		10 points
PR4	The package submitted by the Bidder is logically organized, clearly labeled, and address all of the requirements outlined in the statement of work.		10 points
<b>Total points:</b>			<b>40 points</b>
<b>Minimum Points Required 80%</b>			<b>32</b>

Rating	Description	Points
Not Indicated/ Unsatisfactory	No response was received for this factor or the response does not address any of the elements of the factor; therefore, the response cannot be considered to have any merit.	0
Poor	The response is not complete in that it fails to address all the elements of the factor and only nominally addresses some elements of the factor; therefore, the response is considered to have very little merit.	2
Minimal	The response is not complete in that it fails to fully address some of the elements of the factor; while the response addresses in some detail some elements of the factor; therefore, the response is considered to have insufficient merit.	4
Satisfactory	The response is complete in that it addresses in some detail each of the elements of the factor while providing some persuasive detail for most of these elements; therefore, the response is considered on balance to have satisfactory merit.	6
Good	The response is complete in that it addresses and provides some persuasive detail for each of the elements of the factor; therefore, the response is considered to have a good level of merit.	8
Excellent	The response is complete in that it addresses and provides exceptionally persuasive detail for each of the elements of the factor; therefore, the response is considered to have outstanding merit.	10



## 4.2 Basis of Selection

### Basis of Selection – Highest Combined Rating of Technical Merit [80%] and Price [20%]

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 20$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 80$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. 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 1 to Part 4 will be recommended for award of a contract.

4.2.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a **80/20** ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OSi x 80)</b>	<b>Pricing Score (LP/Pi x 20)</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 80 = 71.11	50/60 x 20 = 16.67	87.78
<b>Bidder 2</b>	98/135 x 80 = 58.07	50/55 x 20 = 18.18	76.25
<b>Bidder 3</b>	82/135 x 80 = 48.59	50/50 x 20 = 20.00	68.59



## 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.2.2 Education and Experience

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

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has



been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting GoC facilities.

Information which is to be used in the development of the contracted product(s), 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 the Government of Canada.

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.



## **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) (<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**

2035 (2020.05.28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **7.2.2 Supplemental General Conditions**

4007(2010.08.16), Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information.

### **7.3 Security Requirements**

There is no security requirement applicable to the Contract.

Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting GoC facilities.

Information which is to be used in the development of the contracted product(s), 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 the Government of Canada.

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.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract award to June 30, 2025 inclusive.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Yvonne Murphy, Procurement and Contracting Officer  
Materiel and Assets Management Division  
Chief Financial Officer Branch  
11<sup>th</sup> Floor, Jeanne Mance Building  
200 Eglantine Driveway, Tunney's Pasture



Ottawa, Ontario, K1A 0K9  
Telephone: 343.543.1965  
E-mail address: yvonne.murphy@hc-sc.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 Project Authority

The Project Authority for the Contract is: To Be Determined at Contract Award

The Project 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 Project Authority; however, the Project 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 Contractor's Representative

To Be Determined at Contract Award

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

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

### Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of



various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

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

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **7.7 Payment**





### 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$XX,XXX.XX. Customs duties are excluded and Applicable Taxes are extra.

### 7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### 7.7.3 Milestones Payments

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.

### 7.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

### 7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. The description and value of the milestone claimed as detailed in Annex A;
- b. a copy of the release document and any other documents as specified in the Contract;



Invoices must be distributed as follows:

One (1) copy must be forwarded to the following address for certification and payment:

[hc.p2p.invoices-factures.sc@canada.ca](mailto:hc.p2p.invoices-factures.sc@canada.ca)

## **7.9 Certifications and Additional Information**

### **7.9.1 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.

### **7.10 Applicable Laws**

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

### **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) 2035(2020.05.28, General Conditions – Higher Complexity – Services
- (c) 4007(2010.08.16), Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information.
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_

### **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**

### **1. TITLE**

Food Safety Course for School-Aged Children

### **2. SCOPE**

#### **2.1. Introduction**

This contract is intended to develop the outline and framework for a food safety course for school-aged children. The contract will also include course content consultation and development; course content pilot testing and review; along with course delivery and national roll-out.

#### **2.2. Objectives of the Requirement**

This contract is intended to develop the outline and framework for a food safety course for school-aged children through the development of a working committee, subject matter expert consulting, facilitation of teacher focus groups, and the establishment of key performance indicators. The contract will also include course content consultation and development, particularly draft resource development, focus group review, and feedback collection. This contract will also include revision and editing of course content, distribution of pilot testing materials, teacher and student based pilot testing, and the incorporation of pilot testing feedback. The contract will also include course delivery and national roll-out to school-aged children across Canada.

#### **2.3. Background and Specific Scope of the Requirement**

Research has shown that school-aged children have limited food safety knowledge and lack safe food handling skills. By providing food safety and safe food handling education to young children while they remain eager to learn, Health Canada can influence food safety and handling behaviours, providing a foundation for the development of lifelong food safety and safe food handling behaviours. The vendor should also have expertise in developing Canadian kindergarten to grade 12 school courses and has an extensive network with the provinces that reaches over to reach large numbers of teachers and students.

### **3. REQUIREMENTS**

#### **3.1. Tasks, Activities, Deliverables and/or Milestones**

The first year and phase of the contract will focus on the establishment of a working committee and the completion of a needs/gap assessment. During this phase, the contractor will work with Health Canada's Bureau of Microbial Hazards to establish roles and responsibilities for the project, and to develop terms of reference. In addition, this phase of the project will include the establishment of a working committee to achieve the following objectives:

- Identify provincial curriculum connections;
- Identify existing food safety resources;
- Identify supplementary food safety resources, initiatives, and programs; and
- Perform a needs/gap assessment.

This work in this phase of the contract will be completed in either English or French.

This phase of the contract will be completed on or before March 31, 2023

The second year and phase of the project will focus on consultation and course development, and draft material completion. Health Canada subject matter experts will be consulted to assist with course concept and framework planning including a review of relevant curriculum connections; identification of learning material



goals and objectives; and the provision of project framework recommendations. Along with this consultation, teacher focus groups will be conducted by the vendor to achieve the following objectives:

- identify current food safety instruction methods;
- confirm curriculum connections and assessment strategies;
- collect teacher feedback on the overall project concept;
- identify cross-curricular connections and extension activities; and
- determine inclusive learning best practices.

The subject matter expert engagement and teacher focus groups will assist the vendor in establishing key performance indicators for the project. Health Canada and provincial members will support the vendor in the course development through regular check-in meetings and feedback. Planning of the course delivery and distribution will be accomplished through the identification of pilot testing classrooms, preparation of teacher communications, and the development of surveys for pre- and post-course delivery. Course development will also be supported by the development of a course-specific communication and marketing plan. Draft course material completion will be supported through the execution of focus groups and the collection of feedback from teachers, students, provincial member organizations, and Health Canada subject matter experts.

This work in this phase of the contract will be completed in either English or French.

This phase of the contract will be completed on or before March 31, 2024.

The third year of the contract will focus on final course review and additional pilot testing. Feedback obtained from the pilot testing and feedback collection conducted in the second year of the contract will be integrated into the course. Once the feedback has been integrated and the course has been updated, resource content will be finalized including translation of design of the course materials. Once completed, finalized materials will be presented to Health Canada subject matter experts. Subsequently, new pilot testing materials and communicated will be created and distributed to classrooms. Feedback will be collected from both teachers and students in these pilot testing classroom and implemented.

This work in this phase of the contract will be completed in either English or French.

This phase of the contract will be completed on or before March 31, 2025.

The fourth year of the contract will focus on course delivery and national-roll out. The vendor develop and execute on a communications and marketing campaign to support the national roll-out and launch of the course. The vendor will also recruit teachers to delivery the course during the 2025-2026 school year. The vendor will conduct an evaluation of the course using the key performance indicators established in year one. The contract will conclude will a close-out and final reporting, as well as the establishment of annual review and ongoing maintenance process.

This work in this phase of the contract will be completed in either English or French.

This phase of the contract will be completed on or before June 30, 2025.

### **3.2. Specifications and Standards**

Work will be determined to have been satisfactorily delivered and measured as complete when all of the requirements outlined in section 3.1 have been achieved.

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

Any work delivered under this contract shall be subject to approval by the Project Authority. The Project Authority will review every draft and final documents arising from the work under this contract. Every document shall be developed with a professional quality level as determined by the Project Authority. The



final approval of the project deliverables will be required from Health Canada, and coordinated by the Project Authority.

### **3.4. Reporting Requirements**

During the contract period, the Project Authority will meet with the Contractor bi-weekly to receive any update regarding the project. The Contractor will submit to the Project Authority electronic copies of draft and final documents. Any written document will be submitted in Microsoft Word. The Contractor will, within a reasonable time, give advance notice to the Project Authority of any constraints encountered. The Contractor will submit to the Project Authority, electronic copies of the final project report along with the final invoice at the end of the contract. Upon completion of the project, the Contractor will submit all working files in English and French electronically to the Project Authority.

### **3.5. Project Management Control Procedures**

The Project Authority shall:

Ensure the project is completed within the contract period and budget stated in the agreement and the quality of the work is acceptable to the department. To accomplish this, the Project Authority will maintain ongoing communication with the Contractor by telephone, e-mail, virtual or face-to-face meetings to discuss the progress of the project. There will be a bi-weekly meeting with the Contractor throughout the period of the contract. Prior to each meeting, the Contractor will submit written updates to the Project Authority for discussion at the meetings. Payments will be linked to completion of deliverables and the Project Authority will authorize payments only when the deliverable is acceptable to the department.

## **4. ADDITIONAL INFORMATION**

### **4.1. Health Canada's Obligations**

Health Canada will provide the contractor will all relevant course content and maintain open lines of communication as well as access to the project authority to coordinate activities.

### **4.2. Contractor's Obligations**

In addition to the tasks, activities, deliverables and milestones outlined in Section 3.1, the Contractor shall:

- Unless otherwise specified, use its own equipment and software for the performance of this Statement of Work;
- Participate in virtual meetings as needed;
- Immediately inform the Project Authority in writing about any impediment to the progress of the project;
- Coordinate and maintain communication between Health Canada and any sub-contractor as required; and
- Respond in a timely manner to any request from the Project Authority.

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

The work will be conducted remotely using virtual collaboration tools.

### **4.4. Language of Work**

Work will be conducted in English or French.

### **4.5. Travel and Living**

There are no travel and living expenses associated with this requirement.

## **5. PROJECT SCHEDULE**



## 5.1. Schedule and Estimated Level of Effort (Work Breakdown Structure)

### Year 1 (April 1, 2022 to March 31, 2023): Framework and Outline Development

- April 2022 to July 2022 – Discuss gaps, need, and ideas
  - This phase includes the development of a working committee to complete the following tasks:
    - identify provincial curriculum connections;
    - identify existing food safety resources;
    - identify food safety supplementary resources, initiatives, and programs; and
    - perform a needs/gap assessment.
- August 2022 to October 2022 – Concept and Framework Planning
  - Subject matter expert consulting will be included to accomplish:
    - a review of relevant curriculum connections;
    - identify goals/objectives of learning materials; and
    - provide a recommendation for the project framework.
  - Teacher focus groups will be facilitated to:
    - identify current food safety instruction methods;
    - confirm curriculum connections and assessment strategies;
    - collect teacher feedback on overall project concept;
    - identify cross-curricular connections and extension activities; and
    - determine best practices for inclusive learning.
  - This phase includes the establishment of key performance indicators.
- November 2022 to March 2023 – Development
  - This phase includes:
    - draft resource content development;
    - conducting bi-weekly check-in meetings with subject matter experts;
    - obtaining feedback from provincial member organizations;
    - planning of course delivery and distribution including the identification of pilot classrooms, preparation of teacher communications, and the development of pre and post course surveys; and
    - the development of a communication and marketing plan for the course.
  -

### Year 2 (April 1, 2023 to March 31, 2024): Development, Revision, and Piloting

- April 2023 to July 2023 – Development (continued)
  - This phase includes:
    - draft resource content development;
    - conducting bi-weekly check-in meetings with subject matter experts;
    - obtaining feedback from provincial member organizations;
    - planning of course delivery and distribution including the identification of pilot classrooms, preparation of teacher communications, and the development of pre and post course surveys; and
    - the development of a communication and marketing plan for the course.
- August 2023 to October 2023 – Draft Material Completion
  - Draft material completion will be accomplished through:
    - the facilitation of student focus groups;
    - the facilitation of teacher focus groups; and
    - the collection of feedback from teacher and student focus groups, provincial member organizations, and subject matter experts.
- November 2023 to January 2024 – Revision and Edits
  - This phase will be accomplished through:
    - the implementation of feedback;



- the finalization of resource content including translation and design of materials; and
  - the presentation of materials.
  - the presentation of materials.
- February 2024 to March 2024 – Distribution of Pilot Materials
  - Pilot materials and communications collateral will be developed in this phase.

### **Year 3 (April 1, 2024 to March 31, 2025): Pilot**

- April 2024 to July 2024 – Pilot launch to teachers
  - This pilot phase will include the collection of feedback from both teachers and students.
- August 2024 to September 2024 – Pilot Feedback
  - This phase will include the implementation of pilot testing feedback.
- October 2024 to March 2025 – National Roll-out and Hard Launch
  - The course will be rolled-out nationally with the execution of the communications and marketing campaign to support the launch.

### **Year 4 (April 1, 2025 to June 30, 2025): Delivery and National Roll-out**

- April 2025 to June 2025 – Evaluation and Project Closeout
    - This phase will focus on evaluation and closing of the project through:
      - evaluation of the project impact using key performance indicators;
- project close-out and reporting; and the establishment of an annual review and ongoing maintenance process,



## ANNEX "B" BASIS OF PAYMENT

### Milestones

Milestones Year 1 Contract Award to March 31, 2023 Framework and Outline Development	Payment Schedule	Budget
<b>Milestone 1:</b> Discuss gaps, needs, and ideas phase	July 2022	
<b>Milestone 2:</b> Content and Concept Planning phase	October 2022	
<b>Milestone 3:</b> Development Phase (part 1)	March 2023	
<b>Cost Year 1</b>		

Milestones Year 2 April 1, 2023 to March 31, 2024 XXXXX	Payment Schedule	Budget
<b>Milestone 1:</b> Development Phase (part 2)	July 2023	
<b>Milestone 2:</b> Draft Material Completion Phase	October 2023	
<b>Milestone 3:</b> Revision and edits Phase	January 2024	
<b>Milestone 4: Distribution of pilot materials Phase</b>	March 2024	
<b>Cost Year 2</b>		

Milestones Year 3 April 1, 2024 to March 31, 2024 Review and Pilot	Payment Schedule	Budget
<b>Milestone 1:</b> Pilot launch to teachers Phase	July 2024	
<b>Milestone 2:</b> Pilot Feedback Phase	September 2024	
<b>Milestone 3:</b> National roll-out and hard launch Phase	March 2025	
<b>Cost Year 3</b>		

Milestones Year 4 April 1, 2025 to June 30, 2025 Delivery and National Roll-Out	Payment Schedule	Budget
<b>Milestone 1:</b> Evaluation and project close-out Phase	June 2025	
<b>Cost Year 4</b>		





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