## RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Public Health Agency of Canada / Agence de la santé publique du Canada

Attn: Montana Myers

Email: montana.myers@hc-sc.gc.ca

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

## Proposal To: Public Health Agency of Canada

We hereby offer to sell to His Majesty the King 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:

Agence de la santé publique du Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi 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

Public Health Agency of Canada / Agence de la santé publique du Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Title – Sujet Canadian Integrated Program for Antim Surveillance (CIPARS) Farm Feedlot C Enterococcus Pathogen Testing		
Solicitation No. – N° de l'invitation 1000247038	Date December 21, 2022	
Solicitation Closes at 2:00 PM – L'invitation prend fin à  on / le – January 24, 2022  Time Zone Fuseau horaire EST		
F.O.B F.A.B.  Plant-Usine:   Destination:	Other-Autre:	
Address Enquiries to: - Adresser tou Name: Montana Myers Email: montana.myers@hc-sc.gc.ca	tes questions à :	
Destination – of Goods, Services, an Destination – des biens, services et d See Herein – Voir ici		
<b>Delivery required - Livraison exigée</b> See Herein – Voir ici		
Vendor/firm Name and address Raison sociale et adresse du fournis  Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	·	
Name and title of person authorized Vendor/firm Nom et titre de la personne autorisée fournisseur/de l'entrepreneur	_	
(type or print)/ (taper ou écrire en ca		
Signature	Date	





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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 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, and any other annexes.

## 1.2 Summary

The Public Health Agency of Canada (PHAC), Centre for Foodborne Environmental Zoonotic Infectious Disease (CFEZID), Food-borne Disease and AMR Surveillance Division (FDASD) requires the services of an accredited microbiological laboratory. Expertise is required in the primary isolation, identification and susceptibility testing of *Enterococcus* spp and the bovine respiratory disease (BRD) pathogens *Histophilus somni*, *Pasteurella multocida*, and *Mannheimia haemolytica*. This requirement is part of CIPARS Feedlot surveillance initiative and therefore Sensititre susceptibility testing is required.

The period of the contract will until March 31, 2025, with the option for two (2) additional one (1) year periods.

The Contractor shall report on an annual basis, the primary isolation results listing all of the samples received and whether they were positive for the organism of interest, and the susceptibility results by antimicrobial. The susceptibility results will be provided no later than February 1<sup>st</sup> of each year. All invoicing must be submitted by March 31st annually.

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

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

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.2 Submission of Bids

Bids must be submitted only to <a href="montana.myers@hc-sc.gc.ca">montana.myers@hc-sc.gc.ca</a> by the date, time and place indicated in the bid solicitation.

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

#### 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 <u>Financial Administration</u> <u>Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u>

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 <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2019-01 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

## 2.5 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

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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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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

Canada requests that the Bidder submits its bid in separate sections as follows:

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

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

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 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 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

## 4.1.1 Technical Evaluation

## 4.1.1.1 Mandatory Technical Criteria

Mandatory	Technical Criteria (MT)		
Number	Mandatory Technical Criterion	Bid Preparation Instructions	Reference to Page / Proposal
MT1	The bidder must demonstrate, by providing copies at bid closing, that they have valid accreditation by the Standards Council of Canada (SCC), and the American Association of Veterinary Laboratory Diagnosticians and conform with the requirements of the current version of ISO/IEC 17025.  • at least one method for the detection of <i>H. somni</i> • at least one method for the detection of <i>P. multocida</i> • at least one method for the detection of <i>M. haemolytica</i> • at least one method for the detection of <i>Enterooccus</i>	Proof of Accreditation must be provided at time of bid closing.	
MT2	The bidder must demonstrate, by providing detailed project descriptions, that the proposed lab has completed one (1) project involving surveillance activities within the past five (5) years demonstrating the ability to perform primary isolation and antimicrobial susceptibility of the bovine respiratory disease pathogens <i>H. somni, P. multocida</i> and <i>M. haemolytica</i> and the	Demonstration must be provided at time of bid closing.	



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	enteric organism Enterococcus spp.  Project descriptions must include:  • start and end dates; and • brief description of the scope and complexity, highlighting the surveillance and research based activities performed.  The bidder must demonstrate, by providing detailed project	Demonstration must be provided at time of bid closing.	
MT3	descriptions, that the proposed lab has completed one (1) project in research based activities within the past five (5) years demonstrating the ability to perform primary isolation and antimicrobial susceptibility of the bovine respiratory disease pathogens H. somni, P. multocida and M. haemolytica and the enteric organism Enterococcus spp.  Project descriptions must include:  • start and end dates; and • brief description of the scope and complexity, highlighting the surveillance and research based activities performed.		
MT4	The bidder must provide a description of their Quality Assurance and Quality Control practices and procedures for:  • the calibration of equipment • ensuring appropriate test results/interpretation • following of standard operating procedures for equipment and; • Culture and susceptibility testing.	Demonstration must be provided at time of bid closing.	

MT5	The Bidder must have access to a Matrix-Assisted Laser Desorption Ionization Time-Of-Flight mass spectrometry (MALDI-TOF MS)	The Bidder must provide the information required for one (1) project in which they have used this technology in the past three (3) years;  1) The start and end dates of the project/job; 2) A description of the services provided.	
MT6	The Bidder must demonstrate that they have access to Sensititre technology for susceptibility testing.	The Bidder must provide the information required for one (1) project in which they have used this technology in the past three (3) years;  1) The start and end dates of the project/job; 2) A description of the services provided.	

## 4.1.1.2 Point Rated Technical Criteria

## Minimum overall score

The overall percentage required is 70% in order for a Bidder to be deemed compliant. Bids that fail to meet the minimum score of (18) points will be declared non-responsive and no further consideration will be given to the bid.

Point- Rated Criteria				
Number	Point-rated Technical Criterion	Points allocated	Bid Preparation Instructions	Reference to Page / Proposal
R1	The Bidder should provide a project plan and the methodology that clearly demonstrates an approach leading to a successful completion of the project.  The work plan and methodology should be clear, logical and feasible for punctual delivery of the identified tasks and deliverables under the Statement of Work (SOW).  The work plan should elaborate on the strategy and describe the	The submitted work plan and methodology:  SCORING = Max 16 points  16 points: Provides a detailed work plan and methodology including deliverables and milestones that completely meets the requirements in Annex A, section 3 which addresses all the criteria listed in the RFP.	Proof of project plan must be provided at time of bid closing.	

*	

	various components (as listed in Annex A, section 3) in detail, including:  - Scope of work and the tasks (task breakdown)  - Deliverables, timelines and milestones  - How the work will be monitored, including information on quality control methods and reporting mechanisms.  - Identify potential risks and problem areas and provide a realistic plan for mitigating risks	11 points: Provides a less detailed work plan and methodology that adequately meets the requirements in Annex A, section 3 including deliverables and milestones which addresses all the criteria listed in the RFP.  6 points: Provides a work plan and methodology which poorly meets the requirements in Annex A, section 3 including deliverables and milestones which address some of the criteria listed in the RFP.  0 points: Does not meet the requirements.		
R2	The bidder should demonstrate by providing additional project descriptions, that the proposed laboratory has experience in excess of the project provided for M2 for surveillance activities within the last five (5) years. Project descriptions should include:  • Start and end dates; Brief description of the scope and complexity highlighting the surveillance activities performed.	1 point per compliant project up to a maximum of 5 points.	Description of compliant projects must be provided at time of bid closing.	
R3	surveillance activities performed The bidder should demonstrate by providing additional project descriptions, that the proposed laboratory has experience in excess of the research-based project provided for M2 within the last five (5) years. Project descriptions should include:  • Start and end dates; and  • Brief description of the scope and complexity highlighting the research based activities performed.	1 point per compliant project up to a maximum of 5 points	Description of compliant projects must be provided at time of bid closing.	

**Maximum Available Points: 26 points** 

## 4.2 Basis of Selection



## 4.2.1 Highest Combined Rating of Technical Merit and Price A0027T

- 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 18 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 80% for the technical merit and 20% 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 80% (insert the percentage for technical merit).
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
- 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 80/20 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 Technical Merit (80%) and Price (20%)				
		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b> 115/135 89/135 92/135		92/135		
<b>Bid Evaluated Price</b> \$55,000.00 \$50,000.00 \$45,000.00		\$45,000.00		
Calculations	Technical Merit Score	115/135 x 80 = 68.15	89/135 x 80 = 52.74	92/135 x 80 = 54.52
	Pricing Score	45/55 x 20 = 16.36	45/50 x 20 = 18.00	45/45 x 20 = 20.00
Combined Rat	<b>combined Rating</b> 84.51 70.74 74.52		74.52	
Overall Rating	Overall Rating 1st 3rd 2nd		2nd	

#### 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 <u>Forms for the Integrity Regime</u> 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 property agreement of the <u>Ineligibility and Suspension Policy</u> (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 <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada</a> (ESDC) - Labour's website.

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

#### **PART 6 - RESULTING CONTRACT CLAUSES**

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

#### 6.1 Statement of Work

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

#### 6.2 Standard Clauses and Conditions

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

#### 6.2.1 General Conditions

2010C (2022-12-01), General Conditions – Services (medium complexity), apply to and form part of the Contract.

#### 6.3 Security Requirements

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

Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by Health Canada / Public Health Agency of Canada 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.

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025 inclusive

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 thirty (30) 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.

#### 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

#### Santé Canada et l'Agence de la santé publique du Canada

Name: Montana Myers Telephone: 613-447-7684

E-mail address: montana.myers@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.

## 6.5.2 Project Authority

The Project Authority for the Contract is:
Name: Title: Organization: Address:
Telephone: Facsimile: E-mail address:
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.
6.5.3 Contractor's Representative
Name: Title: Organization: Address:
Telephone: Facsimile: E-mail address:
6.6 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: 2019-01 of the Treasury Board Secretariat of Canada.
6.7 Payment
6.7.1 Basis of Payment
In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, for a cost of \$ (insert price at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included 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.

#### 6.7.3 Method of Payment

H1008C (2008-05-12), Monthly Payment

## 6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - a. One (1) electronic copy must be forwarded to the Project Authority and to <a href="mailto:p2p.invoicesfactures@hc-sc.gc.ca">p2p.invoicesfactures@hc-sc.gc.ca</a> for certification and payment.

#### 6.9 Certifications and Additional Information

## 6.9.1 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.

## Santé Canada et l'Agence de la santé publique du Canada

## 6.10 Applicable Laws

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

## 6.11 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.

- (b) <u>2010C</u> (2022-12-01), General Conditions Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

#### 6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

## 6.13 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

Canadian Integrated Program for Antimicrobial Resistance Surveillance (CIPARS) Farm Feedlot Cattle Respiratory and *Enterococcus* Pathogen Testing

#### 2. Scope

#### 2.1. Introduction

The Public Health Agency of Canada (PHAC), Centre for Foodborne Environmental Zoonotic Infectious Disease (CFEZID), Food-borne Disease and AMR Surveillance Division (FDASD) requires the services of an accredited microbiological laboratory with expertise in the primary isolation, identification and susceptibility testing of *Enterococcus* spp and the bovine respiratory disease (BRD) pathogens *Histophilus somni*, *Pasteurella multocida*, and *Mannheimia haemolytica*. This requirement is part of CIPARS Feedlot surveillance initiative and therefore Sensititre susceptibility testing is required.

## 2.2. Objectives of Requirement

This project is an extensive intersectoral and interdisciplinary surveillance program examining antimicrobial use (AMU) and antimicrobial resistance (AMR) in feedlot cattle. The goal of the proposed surveillance system is to capture how feedlot cattle are raised in Canada with respect to AMU, and to detect emerging trends in AMU and AMR over time. The system incorporates a One Health approach by including both bovine respiratory disease (BRD) pathogens of importance to animal health and enteric organisms of potential concern to human health. By monitoring AMR in BRD pathogens, feedlot veterinarians and their clients can use this information to support decisions as they strive to reduce disease risk, improve treatment efficacy (reduce morbidity and mortality), improve feedlot production sustainability, and address antimicrobial stewardship. By assessing the presence of AMR in fecal bacteria, which may pose a risk to human safety through fecal contamination of beef products or environmental pathways, the surveillance system can provide information for source attribution studies.

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

The Public Health Agency of Canada (PHAC) has a requirement to maintain and sustain a national farm antimicrobial drug use and resistance surveillance program across the three major fed cattle producing provinces (Alberta, Saskatchewan, and Ontario) under the Canadian Integrated Program for Antimicrobial Resistance Surveillance (CIPARS) and a sentinel-site based farm food and water-borne pathogen surveillance program under FoodNet Canada. This project provides data on antimicrobial use and the occurrence of and antimicrobial resistance in microbes isolated from feedlot cattle. The results of the analyses will provide information on the epidemiology of food and water-borne disease, antimicrobial resistance and antimicrobial use in feedlot cattle production.

Since cattle feces may be a source of bacteria that can cause disease in humans, either through potential environmental or retail product contamination, collection of manure is an important part of this surveillance system. Annually, following a prescribed collection protocol, composite fecal samples, created from a pool of several fresh fecal pats from the pen floor, will be obtained from available pens containing cattle intended to be shipped for slaughter within 30 days. Bacteria that will potentially be identified include; generic *E. coli*, *Campylobacter* spp., *Salmonella* spp. and *Enterococcus* spp.. Antimicrobial susceptibility testing will be conducted on any of the above bacteria that are identified. Collection of samples will be distributed by season across enrolled feedlots to capture any seasonal variation. While a broader range of enteric bacteria will be isolated and susceptibility tested in the surveillance system it is only *Enterococcus* spp primary isolation and susceptibility testing that is a part of the current requirement.



Since BRD is a primary reason for AMU in feedlot cattle, also, on a yearly basis, following a specified protocol, a prescribed number of individual cattle will have nasopharyngeal samples (deep nasal swabs) performed at entry processing and then again at reprocessing. Bacterial isolation and susceptibility testing of important bovine respiratory disease pathogens including *Mannheimia haemolytica*, *Pasteurella multocida*, and *Histophilus somni* will be performed on all samples. Sampling will be distributed by season across feedlots to capture any seasonal variation.

This work is one component of an effort to develop a national strategy for antimicrobial resistance and use in Canadian agriculture, a strategy which includes surveillance, research, risk assessment and the development and promotion of antimicrobial prudent use guidelines

#### 3. Requirements

#### 3.1 Tasks, Activities, Deliverables and Milestones

In consultation with representatives of the Centre for Food-Borne, Environmental and Zoonotic Infectious Diseases (CFEZID), Surveillance Division and other project collaborators, the Contractor shall:

- a. Using proper bench procedures for the handling of biological materials to avoid cross contamination the contractor will receive up to 1000 nasopharyngeal samples and 400 composite fecal samples annually based on a calendar year. The following microorganisms will be identified
  - i. Enterococcus spp. from manure samples
  - ii. Histophilus somni from nasopharyngeal samples
  - iii. Mannheimia haemolytica from nasopharyngeal samples
  - iv. Pasteurella multocida from nasopharyngeal samples
- b. Matrix-Assisted Laser Desorption Ionization Time-Of-Flight mass spectrometry (MALDI-TOF MS) will confirm the identity of the organisms isolated and to speciate the *Enterococcus*.
- c. conduct antimicrobial susceptibility testing, using Sensititre, on approximately 90 *H. somni*, 300 *P. multocida* and 150 *M. Haemolytica* isolates recovered from nasopharyngeal sampling and 400 Enterococcus isolates recovered from fecal sampling. Estimates are based on the expected recovery rates of each organism.
- d. A specified number of isolates per sample and organism will be appropriately stored at -80C.
- e. Results will be provided electronically in an agreed upon format in a Microsoft Excel spreadsheet. Completed results for the annual sampling should be submitted by the 1st of February of each year of the contract.

Results will include

- i. Primary isolation results listing all of the samples received, and whether they were positive for the organism of interest will be
- ii. Susceptibility results by antimicrobial.
- f. The information and test results are considered confidential to the end users and PHAC, and are not to be shared without permission of all parties involved.

Note: Positive results on any of the sample type and microorganism combinations tested are not considered reportable, and therefore no regulatory recall actions are anticipated by the contractor in this project.

g. The contractor must be available for quarterly meetings as well as meetings on an as needed basis to communicate any challenges that may arise.

#### 3.2 Technical, Operational and Organizational Environment

The contractor must at all times of the contract be in possession of accreditation from the SCC. If the successful bidder receives an order or direction to correct a deficiency from any of their regulating bodies, they must inform PHAC Representative by email within 24 hours of the notification. This will lead to assurances by PHAC that test results are held in the highest regard.



Any issues related to samples or cross contamination should be flagged to the Public Health Agency of Canada Representative by email. Simultaneously, PHAC may identify cross-contamination events and this will be notified to the laboratory. The laboratory should ensure that all steps are taken to prevent cross-contamination.

### 3.3 Method and Source of Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 3.4 Reporting Requirements:

The Contractor shall report on an annual basis in the form of an electronic excel spreadsheet to the Project Authority in the following PHAC specified format:

- a. Primary isolation results listing all of the samples received, and whether they were positive for the organism of interest will be
- b. Susceptibility results by antimicrobial

Contact names, addresses, phone numbers, and electronic mail addresses will be supplied at the commencement of the contract or shortly thereafter.

Susceptibility results will be provided no later than February 1 of each year.

#### 3.5 Project Management Control Procedures

The PHAC Departmental Representative shall review all test results to ensure that all parameters tested for have been completed.

The payment schedule will be based on samples received.

Invoices will be submitted to PHAC on a monthly basis or at an appropriate interval as agreed upon by both parties.

Quarterly meetings between the PHAC Representative, other agency personnel and the laboratory staff will be held to review performance.

#### 4. Additional Information

## 4.1 Canada's Obligations

Public Health Agency of Canada will:

- be responsible for ensuring participating veterinarians collect and submit the required samples on an annual basis.
- provide a schedule of sampling.
- provide phone numbers, fax numbers, cell phone numbers and email addresses of project authorities.

## 4.2 Contractor's Obligations



The Contractor will be responsible for fulfilling the requirements outlined in 3.1 of this Request for Proposals.

- Unless otherwise specified, the contractor shall use its own equipment and software for the performance of this Statement of Work.
- Maintain accreditation with the American Association of Veterinary Laboratory Diagnosticians (AAVLD); and
- Maintain accreditation by the Standards Council of Canada (SCC).

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

All work will be completed in the province of the contractor's laboratory where accreditation has been designated.

The deliverables will be provided electronically to the Project Authority.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this Request for Proposals must be ready to work in close and frequent contact with the PHAC Representative and other agency personnel.

## 4.4 Language of Work

All work and deliverables will be conducted in English.

## 4.5 Special Requirements

Data collection is required, however only for the PHAC purposes. This information is for the PHAC usage only and may not be given to other agencies or used for other purposes without expressed authorization of the Agency Representative.

## 5.0 Applicable Documents and Glossary

## 5.1 Relevant Terms, Acronyms and Glossaries

AMU - antimicrobial use

AMR - antimicrobial resistance BRD - bovine respiratory disease

CFEZID - Centre for Foodborne Environmental Zoonotic Infectious Disease

CIPARS - Canadian Integrated Program for Antimicrobial Resistance Surveillance

FAO – United Nations Food and Agriculture Organization

FDASD - Food-borne and Antimicrobial Resistance Surveillance Division HC - Health Canada

H. somni - Histophilus somni

M. haemolytica - Mannheimia haemolytica

OIE – World Organisation for Animal Health (Office International des Epizooties)

PHAC - Public Health Agency of Canada

P. multocida - Pasteurella multocida

WHO - World Health Organization



## **ANNEX B - BASIS OF PAYMENT**

	Activity	Estimated Number of Samples A	Price per sample B	Total A x B = C
Initial Period: Contract Award to March 31, 2025	Culture	3164	\$	\$
	Susceptibility	2818	\$	\$
	Freezing	2818	\$	\$
Total				\$
	Activity	Estimated Number of Samples	Price per sample B	Total
Option Period 1: April 1, 2025 to March 31, 2026	Culture	1232	\$	\$
	Susceptibility	1099	\$	\$
	Freezing	1099	\$	\$
Total				\$
	Activity	Estimated Number of Samples	Price per sample B	Total
Option Period 2: April 1, 2026 to March 31, 2027	Culture	1232	\$	\$
	Susceptibility	1099	\$	\$
	Freezing	1099	\$	\$
Total				\$