### 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 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: Santé 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

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

<b>Title – Sujet</b> E-learning services required for the development of online courses for Health Canada's Food Directorate		
Solicitation No. – N° de l'invitation 1000239071	Date January 9, 2023	
Solicitation Closes at – L'invitation prend fin à on / le – February 21, 2023	Time Zone Fuseau horaire 2:00 pm EST	
F.O.B F.A.B. Plant-Usine: Destination:	Other-Autre:	
Address Enquiries to: - Adresser tou Name: Yvonne Murphy Email: yvonne.murphy@hc-sc.gc.ca Telephone: 343.543.1965	ites 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	ractères d'imprimerie)	
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 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.

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#### **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

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
- 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 Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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: 2012-2">Contracting Policy Notice: 2012-2</a> 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 <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

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

Section II: 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 <u>MUST</u> 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 eight (8) years of experience in developing online courses.		
MT2	The Bidder must provide three (3) examples of similar online course development projects.  Please include the name of the client organizations, and indicate how each project is similar in scope to the requirements in the statement of work.  Note: this information will be used in the assessment of PR4 below.		
MT3	The Bidder must demonstrate that the organization has the capacity to work on multiple, distinct courses simultaneously.		
Criteria #	Course Functionality	Met (Yes/No)	Cross-Reference to bid
MT4	The Bidder must demonstrate the capacity to develop courses that are optimized for desktop and mobile devices, and compatible with multiple web browsers (e.g., Firefox, Google Chrome, Internet Explorer).		
MT5	The Bidder must demonstrate that users are able to toggle between the English and French language versions of the courses.		
MT6	The Bidder must demonstrate that it has the capacity to develop courses that are self-paced, providing users with the ability to complete the course in multiple sittings, and return to their previous spot when logging back in.		
MT7	The Bidder must demonstrate that it has the capacity to develop courses that meet Government of Canada accessibility requirements outlined in the Web Content Accessibility Guidelines.		

MT8	The Bidder must demonstrate that it can develop		
	courses that are Shareable Content Object		
	Reference Model (SCORM) compliant to function		
	on any SCORM-based learning management		
	system.		
MT9	The Bidder must demonstrate that the courses		
	must be developed in such a way that Health		
	Canada can have input on the layout of each		
	page of each course (i.e. customizable).		
MT10	The Bidder must demonstrate that it has the		
	capacity to develop courses that contain		
	integrated quizzes.		
MT11	The Bidder must demonstrate that it has the		
	capacity to develop courses that contain an		
	integrated glossary, which can be linked from		
	each module to provide the user with on-demand		
	easy reference.		
MT12	The Bidder must demonstrate that Health Canada		
	will have the capability to edit course pages to		
	make minor corrections (e.g., correct grammatical		
	errors) without the need to recompile the courses		
	in their entirety.		
MT13	The Bidder must demonstrate that courses will		
	allow users to obtain a personal, downloadable		
	digital certificate of completion in PDF format.		
MT14	The Bidder must demonstrate that courses will		
	allow users to obtain an identity-verified e-badge		
	of completion.		
MT15	The Bidder demonstrates that it has the capacity		
	to add built-in course analytics.		
Criteria #	Financial Mandatory Criteria	Met (Yes/No)	Cross-Reference to bid
MF1	The vendor includes separate costing for each of		
	the five (5) identified courses.		

# 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 and meet the minimum score of 52 (80%).

# 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 requirements for		10 points

		Total points: Minimum Points Required 80%	65 points 52
PR6	Overall submission of the proposal. Points will be awarded based on the overall clarity of the submission package (e.g., information is organized in a logical way, clearly labelled, easy to find, and page limits are respected for various examples)		10 points
PR5	The Bidder demonstrates that it has the capacity to add gamification to developed courses.		5 points
PR4	Experience in the development and design of similar online course development projects. Further to MT12, provide for each of the three projects:  O Project description; O details about the work performed and how it met the objectives of the project; samples of the work.		20 points
PR3	The Bidder clearly demonstrates how the project deadlines will be achieved.		10 points
PR2	The Bidder clearly describes the proposed approach, methods and controls to meet the requirements for each course including potential problems and resolutions.		10 points
	each course and has the experience to meet the requirements.		

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.	4
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.	8
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.	12
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.	16
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.	20

#### 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):  $PSi = LP / Pi \times 20$ . Pi 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):TMSi = OSi x 80. OSi 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: CRi = PSi + TMSi.
- 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.

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

#### 7.2.1 General Conditions

2035 (2022.05.12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

# 7.2.2 Supplemental General Conditions

4006(2010.08.16), Supplemental General Conditions, Contractor to Own Intellectual Property Rights in Foreground Information.

Contractor will own any IP pertaining to the course development and Health Canada will own the IP pertaining to the course content.

#### 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 March 31, 2027 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> 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
- 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 Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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>: 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.

If the optional courses are exercised, the Contractor will be paid the following rates to perform all the Work in relation to the optional courses.

Optional Courses	Budget
Supplemented Foods Course for the Bureau of Nutritional Sciences	
Food Directorate Premarket Submissions and other Program Information for the	
Bureau of Business Systems and Operations	
Statistics Course for the Bureau of Food Surveillance and Science Integration	
Food Allergen Course (Health Professionals branch and consumer branch) for the	
Bureau of Chemical Safety	

# 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:

### p2p.invoices-factures@hc-sc.gc.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 Ontario.

#### 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(2022.05.12), General Conditions Higher Complexity Services
- (c) 4006(2010.08.16), Supplemental General Conditions, Contractor 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

E-learning services required for the development of online courses for Health Canada's Food Directorate

#### 2. SCOPE

#### 2.1. Introduction

Health Canada's Food Directorate is seeking to undertake a contract for course development services to design and deliver an online course, with the possibility of up to 4 additional optional courses.

#### 2.2. Objectives of the Requirement

The Bureau of Business Systems and Operations, the Bureau of Microbial Hazards, the Bureau of Nutritional Sciences, the Bureau of Chemical Safety and the Bureau of Food Surveillance and Science Integration within the Food Directorate, have each developed individual concepts and requirements for custom-built online courses. Health Canada is seeking course development services to design and deliver an online course for the Bureau of Microbial Hazards, with a subsequent option to add up to four additional online courses.

Though many of the core elements of the requirements are common to all five courses, each course has unique differentiating elements such as target audience, functionality requirements, and timelines for development. The initial contract will include the development of one course, with the work beginning in April 2023. The contract will include the possibility to exercise options for up to four additional courses. These options would be exercised between April 2023 and March 31, 2027.

For each course, the Contractor shall provide Health Canada with a unique, custom-built online course including:

- overall project management, work plan development, and project reporting;
- course design, including artwork and audio and visual services, and course development services;
- course design that removes technological barriers to Information and Communications Technology (ICT) accessibility;
- customized online course Shareable Content Object Reference Model (SCORM) package;
- quality assurance and product testing;
- and course deployment to Health Canada's online learning platform.

# 2.3. Background and Specific Scope of the Requirement

The intent of each of the proposed courses is to better inform targeted stakeholders and/or the Canadian public regarding the program areas within Health Canada's Food Directorate. Detailed draft course outlines can be found in Appendix A (Section 7.1.1.).

The online courses will be self-paced and repeatable allowing users to complete them at their pace, with the ability to start and stop the modules at any point while saving their progress. The online courses must also include functionality to enable users to refer back to the course as often as desired.

#### Initially this contract will include the following one course:

#### Food Safety Course for the Bureau of Microbial Hazards

Under Health Canada's Action Plan on Food Safety Communications, the Department plans to develop an online food safety course for stakeholders including health professionals and educators. These

stakeholders influence the attitudes and behaviours of Canadians regarding their food safety practices, especially to vulnerable populations (e.g., adults aged 60 and over, pregnant women, people with weakened immune systems, and children aged five and under) who are at an increased risk for foodborne illness. Consumers trust health professionals for health promoting information and guidance. Research, however, has shown that many health professionals are not confident enough in their food safety knowledge to offer information to their clients. This online course will encourage health professionals to deliver evidence-based and consistent food safety messaging (i.e., hand washing, safe food handling practices and avoiding unsafe foods) and resources to high-risk patients.

### The four optional courses to be potentially exercised at a future time are listed below:

# **Supplemented Foods Course for the Bureau of Nutritional Sciences**

Health professionals and educators are an essential resource of current and accurate information for Canadians. Having an online course on the supplemented foods will allow health professionals to gain knowledge and an understanding of the various regulatory components and labelling requirements so they can confidently communicate the pertinent information to their clients. Additionally, as supplemented food labelling requirements will inevitably evolve over time, the online course will be designed to be easily modified and updated as needed.

# Food Directorate Premarket Submissions and other Program Information for the Bureau of Business Systems and Operations

While information regarding Premarket Food Submissions is currently available on the Health Canada website, there have been many discussions regarding challenges with completed Food Submissions received by Health Canada. These challenges are evidenced by the number of questions received prior to submission and in the number of deficiencies identified in submissions. Creating an information environment in the form of an interactive online course will enhance knowledge of submission process navigation and outline submission requirements. It is expected that this course will provide clarity for petitioners, yielding submissions with fewer challenges upon evaluation, thus creating efficiencies within the Food Directorate. In addition, this course will be of significant benefit to other Food Directorate program areas, newly on boarded evaluators, regulatory students seeking to gain a deeper understanding of the food submission process and underlying regulatory structure, among others.

# Statistics Course for the Bureau of Food Surveillance and Science Integration

Employees in Health Canada's Food Directorate often find themselves reviewing research articles that include statistical analyses. A basic understanding of these analyses will allow them to evaluate the quality of research articles appropriately and make decisions based on the data. This course would be a valuable resource to employees that need an introduction, a refresher or a reference on statistics.

# Food Allergen Course for the Bureau of Chemical Safety (this course would be two-pronged, targetting both health professionals and the general population)

Food allergies, food intolerances and gluten-related disorders are considered important public health concerns in Canada. People need to be aware and alert to the risks for the safety of those with a serious or even a potentially life-threatening condition. This course may be divided into content towards health professionals or consumers. Health professionals and educators are an essential resource of current and accurate information. Having an online course on these topics will equip health professionals with the information they need to confidently communicate with and educate their clients. Access to the latest information will also be valuable for consumers and parents who have children with food allergies.

# 3. REQUIREMENTS

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

Each course (including optional courses if exercised), will include the following tasks, activities, deliverables, and milestones:

# Task 1: Overall project management, work plan development, and project reporting

Health Canada and the contractor will coordinate to set up an initial meeting to provide any necessary background documents and clarify the work required. A work plan will be developed by the Contractor within 2 weeks of the contract initiation. The frequency of subsequent reporting will be determined in consultation with the contractor.

### Task 2: Course design and development services

Health Canada will provide the course content in Microsoft Word documents. The Contractor will be asked to develop scripted storyboards for all modules of the courses, including plain language and text advice, where appropriate. The Contractor will also provide scripted storyboards to outline navigation flow, detailed interaction descriptions, and graphical elements for each course page. Health Canada will validate the storyboards to ensure that all required technical criteria and the learning objectives are reflected appropriately. A review and validation of the scripted storyboards with graphic designers and programmers may be necessary. The Contractor will suggest, based on their experience and knowledge of course development, interactive and engaging ways to capture the attention of learners. These methods need to be validated, modern, and appropriate for the target audience. Health Canada will rely on the Contractor to create visual appeal for each module of the course.

### Task 3: Customized online course SCORM package

The Contractor is expected to design, develop, program, and implement a fully functional draft version of each course in both English and French (Health Canada to provide translation and revision, see Section 3.2 for more details) to demonstrate all the functionalities outlined in the storyboards developed under Task 2. This draft version should demonstrate a high degree of usability and learner engagement. It is expected that the Contractor will transform the course content into an interactive format based on the scripted storyboards developed, converting necessary video segments into an approved digital format, and converting any required audio files into an approved digital format. Please consult Appendix B, section 7.1.2. for an example of an existing Health Canada food/nutrition course. Further design details will be provided to facilitate cohesive branding for Health Canada.

See Section 3.2 for additional details for specifications and standards.

Health Canada would also like the option to exercise additional course capabilities including simple gamification (e.g. card sorting, points granted after module completion, interactive images), built-in course analytics (e.g. completion rates, completion by module, number of learners, time to completion (not on LMS), are learners completing the quizzes and accessing the certificates), search function within the course, progress tracker, and navigation panel.

Health Canada will use this initial draft version of each course to conduct pilot testing to gather feedback for further course refinement by the Contractor in developing an updated draft version.

#### Task 4: Quality assurance

The Contractor is expected to conduct quality assurance and product testing tasks on all elements of the course. This quality assurance and product testing process will verify conformity to the scripted storyboards; verify course interactivity and functionality and identify program bugs; verify grammar and spelling accuracy for all course content; and ensure consistency in course format, including font and stylistic elements. In addition to the contractor-performed quality assurance tasks, the course must be accessible to Health Canada for pilot-testing prior to public launch so that it may conduct a rigorous review and gather feedback on the course. Any revisions and/or modifications identified will be completed by the contractor and should be budgeted and quoted for accordingly.

Once approved by Health Canada, the draft version must be delivered as a fully functional and accessible final version. The final courses need to function on the Health Canada myLearning platform (Health Canada will confirm which platform will be used).

# Task 5: English and French course deployment

As part of the course deployment phase, the contractor will be required to:

- deploy a finalized version of the online course SCORM package in both English and French (including accessible versions);
- transfer the online course SCORM package to the Health Canada/Public Health Agency of Canada server:
- resolve any course issues that arise once the online course SCORM package is uploaded to the Health Canada Learning Management System or other designated Government of Canada system:
- provide all programming source codes and a detailed technical specifications document to Health Canada as it requires the ability to use the source files provided to make updates and course changes as required; and
- provide any applicable user/administrator guides.

#### Task 6: Post-launch course alterations

Health Canada will conduct course evaluations post-launch and as a result, may identify course issues or required alterations. The fee for these alterations will be billed on a per diem basis to a pre-determined cap (10% of the total cost of the proposal), in accordance with the contractor payment schedule. The contractor will be required to regularly update Health Canada on its consumption of the available per diem alterations.

Initially this contract will include the following course:

# Food Safety Course for the Bureau of Microbial Hazards

This course will be designed as an online course with a preliminary proposed modular structure and course outline included in Appendix A (section 7.1.1.).

Each of the tasks identified above will represent a milestone in the development of this course.

Four optional courses will include the following:

#### **Supplemented Foods Course for the Bureau of Nutritional Sciences**

This course will be designed as a traditional online course with a preliminary proposed modular structure and course outline included in Appendix A (section 7.1.2.).

Each of the tasks identified above will represent a milestone in the development of this course.

# Food Directorate Premarket Submissions and other Program Information for the Bureau of Business Systems and Operations

This course will provide an easy to navigate information space and an optional course with certificate of completion (an outline of the proposed design is included in Appendix A, section 7.1.3.).

Each of the tasks identified above will represent a milestone in the development of this course.

#### Statistics Course for the Bureau of Food Surveillance and Science Integration

This course will be designed as a traditional online course with a preliminary proposed modular structure and course outline included in Appendix A (section 7.1.4.).

Each of the tasks identified above will represent a milestone in the development of this course.

# Food Allergen Course for the Bureau of Chemical Safety (this course would be two-pronged, targetting both health professionals and the general population)

This course will be designed as a traditional online course with a preliminary proposed modular structure and course outline included in Appendix A (section 7.1.5.).

Each of the tasks identified above will represent a milestone in the development of this course.

## 3.2. Specifications and Standards

The courses will be developed in the Contractor's technical environment and submitted as a SCORM package for launch on Health Canada's Learning Management System or other designated Government of Canada system .

For each course, the Contractor must provide the elements listed and have them approved by Health Canada prior to their finalization. The Contractor will:

- provide guidance and expertise on content layout and course design based on Health Canada's goals:
- develop course architecture (i.e. storyboards) for Health Canada approval;
- develop the course initially in English and obtain Health Canada approval, and subsequently, the Contractor will develop the French course with translated content provided by Health Canada;
- host the online course on their technical environment for pilot testing, and provide the means to electronically gather and consolidate input from Health Canada (e.g. demographic survey and feedback survey of pilot testing participants);
- provide immediate post-deployment support for any challenges that emerge when the course is migrated from the Contractor's technical environment to the Health Canada Learning Management Systemor other designated Government of Canada system.

All exchange of documents (files, images) must be done in a Health Canada authorized method such as via a secure File Transfer Protocol (FTP) site. Health Canada will discuss with the Contractor to identify an option to set up a user account for Health Canada to allow sign-in and download/upload of content.

The courses developed must have the following features and/or capabilities:

- be optimized for desktop and mobile devices, and compatible with multiple web browsers (e.g., Firefox, Google Chrome, Microsoft Edge, Internet Explorer, etc.) to be accessible from any location, at any time, across all devices and browsers;
- SCORM compliant to function on Health Canada's learning platforms;
- developed in such a way that Health Canada can have input on the layout of each page of each course (i.e. customizable);
- Health Canada requires the capability to edit course pages to make minor correction (e.g., correct grammatical errors);
- self-paced, providing users with the ability to complete the course in multiple sittings, save progress and return to their previous spot when logging back in;
- integrated quizzes;
- integrated summaries which must also be available as a downloadable and printable PDF format;
- an integrated glossary linked from each module to provide the user with on-demand easy reference that is also available in a downloadable and printable PDF format.

- certain course modules will contain user resources which must be available in a downloadable and printable PDF format; and
- permit toggle between the English and French language versions of the courses and retain positioning.

Health Canada would also like the option to exercise additional course capabilities including simple gamification (e.g. card sorting, points granted after module completion, interactive images), built-in course analytics (e.g. completion rates, completion by module, number of learners, time to completion (not on LMS), are learners completing the quizzes and accessing the certificates), search function within the course, progress tracker, and navigation panel.

# **ICT Accessibility Requirements**

The course must meet accessibility requirements outlined in the Annex X-ICT accessibility requirements based on the EN 301 549.

The Accessible Canada Act aims to enhance the full and equal participation of all persons, especially persons with disabilities, in society through the progressive realization, under federal jurisdiction, of a barrier-free Canada, particularly by the identification, removal and prevention of barriers. As the intention is for this initiative to take place progressively, Contractors should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more comprehensive.

#### **Guidance for creating accessible documents**

For practical guidance on creating accessible documents, refer to these Accessible Document Guides.

# **Multiple formats**

Where documents are provided in more than one format (for example a resource activity provided in both PDF and Word format), at least one of these must be accessible as detailed in **Annex X—ICT Accessibility Requirements**. The accessible version must provide equivalent information to the inaccessible version. A notice must be posted indicating which format is accessible.

# 1.1.1 Images and diagrams as sole method of explanation

Work instructions must not depend on images or diagrams as the sole means of conveying instructions or context. Providing a detailed text alternative for each image is sufficient to meet this requirement.

#### Ongoing reassessment of accessibility

The Contractor must revise its Accessibility Conformance Report annually from Contract award to show all changes made to the provided products for accessibility during the contract period. The revisions must be marked to show the changes made during the applicable period. If no changes have been made during the period, the Contractor must advise Health Canada in writing that the existing Accessibility Assessment is unchanged.

#### Handling complaints: Accommodations within 15 days (while non-compliant)

In the event the proposed solution does not conform with accessibility requirements, end-users may put forward an issue, complaint, or request for accommodation to the Contractor. While permanent solutions may already be part of an accessibility remediation plan, immediate accommodations are required to ensure equal access to persons with disabilities. The end-user must receive accessibility accommodations within fifteen (15) business days of the issue, complaint or request being received and Health Canada must be advised of both the request and the accommodation provided.

#### 3.3. Technical, Operational and Organizational Environment

The course development work is to be conducted in the Contractor's technical environment. The finalized product will be implemented on the Health Canada Learning Management System or other designated Government of Canada system .

The delivered course must be compatible with Health Canada's technical environment, which includes the following:

- Health Canada's Learning Management System or other designated Government of Canada system;
- Shareable Content Object Reference Model (SCORM) 1.2-compliant eLearning products;
- Internet scripting languages (JavaScript, HTML, HTML5, CSS and PHP); and
- Rapid development programming tools (Articulate Storyline, Adobe Captivate, or Trivantis Lectora), as applicable.

# 3.4. Method and Source of Acceptance

All services rendered under this contract are subject to assessment by the Health Canada. Health Canada will verify that the work completed is adequate and aligns with the standards detailed in this Statement of Work. Should Health Canada find that the work or part thereof does not meet quality standards, the Contractor may be required to redo/complete the service without additional charge.

# 3.5. Reporting Requirements

In addition to the timely submission of all deliverables and fulfillment of obligations specified within this statement of work, it is the responsibility of the Contractor to facilitate and maintain regular communication with Health Canada. Communication is defined as all reasonable efforts to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure the project is progressing well and in accordance with expectations.

Communication may include phone calls, email, and virtual meetings. In addition, the Contractor is to immediately notify Health Canada of any issues, problems, or areas of concern in relation to any work completed under this contract, as they arise.

Health Canada will discuss with the Contractor about the process for providing regular updates on progress. The updates will outline accomplishments for the given period, open issues or areas of concern and upcoming milestones.

#### 3.6. Project Management Control Procedures

Health Canada shall ensure the project is completed within the contract period and budget stated in the agreement and that the quality of the work is acceptable to the department.

To accomplish this, Health Canada will maintain ongoing communication with the Contractor by telephone, e-mail, or virtual meetings to discuss the progress of the project. There will be regular meetings with the Contractor throughout the period of the contract (frequency for each course to be discussed between Health Canada and the Contractor). Prior to each meeting, the Contractor will submit written updates to Health Canada for discussion at the meetings. Payments will be linked to completion of deliverables and Health Canada will authorize payments only when the deliverable is acceptable to the department.

#### 4. ADDITIONAL INFORMATION

# 4.1. Canada's Obligations

Canada's obligations include:

- Providing access to similar pre-existing Health Canada online courses (found within Appendix A, section 7.1.1.) for reference purposes,
- Ensuring that appropriate subject matter experts from within Health Canada are available to the Contractor for discussion purposes; to provide content materials and input; and facilitate collaboration with other Health Canada representatives as needed.

#### 4.2. Contractor's Obligations

The Contractor's obligations include, in addition to what has already been outlined:

- the Contractor must use its own equipment, software, and technical environment for the performance of this Statement of Work;
- the work by the Contractor in relation to this contract shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or government regulations, policies and procedures;
- the Contractor shall ensure that all personnel working under this contract are fully trained and adhering to all applicable legislation, regulations, codes and policies;
- the Contractor shall provide Health Canada the right to use any images or graphic elements provided in its deliverables; and
- he Contractor will ensure that the created courses align with International Accreditors for Continuing Education and Training standards.

# 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

The work produced in English and French.

# 4.5. Travel and Living

There are not travel and living expenses associated with this requirement

#### 5. PROJECT SCHEDULE

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

### **Proposed Course Development Timelines**

Course	Expected Start Date	Expected Completion Date
Mandatory Course: Food Safety		
Course for the Bureau of Microbial	April 2023	March 2025
Hazards	•	
Optional Course: Supplemented		
Foods Course for the Bureau of	TBD	TBD
Nutritional Sciences		
Optional Course: Food Directorate		
Premarket Submissions and other	TBD	TBD
Program Information for the Bureau of		
Business Systems and Operations		
Optional Course: Statistics Course		
for the Bureau of Food Surveillance	TBD	TBD
and Science Integration		
Optional Course: Food Allergen		
Course (Health Professionals branch	TBD	TBD
and consumer branch) for the Bureau		
of Chemical Safety		

#### 6. APPLICABLE DOCUMENTS AND GLOSSARY

# 6.1. Applicable Documents

Appendix A - Draft Course Overviews

- Food Safety Course for the Bureau of Microbial Hazards
- Supplemented Foods Course for the Bureau of Nutritional Sciences
- Food Directorate Premarket Submissions and other Program Information for the Bureau of Business Systems and Operations
- Statistics Course for the Bureau of Food Surveillance and Science Integration
- Food Allergens Course (Health Professionals branch and Consumer branch) for the Bureau of Chemical Safety

Appendix B: Nutrition Labelling Online Course Screenshots

# 7.1. Appendix A - Draft Course Overviews

### 7.1.1. Food Safety Course for the Bureau of Microbial Hazards

Draft outline

Module 0: Welcome to the food safety online course

- What you will learn?
- Using this course

# Module 1: Introduction to food safety

- Definition
- Situation in Canada
- Major causes of foodborne illness
- Foods associated with foodborne illness
- Signs and symptoms of foodborne illness
- Common pathogens related to foodborne illness
  - o Include a table on infectious doses and incubation periods
- Quiz
- Summary

# **Module 2:** The science of microbial food safety

- Microorganisms and food contamination
- Food preservation techniques
- How do scientists assess risk
- Difference between a hazard and a risk
  - No such thing as "zero-risk"
  - o Risk-benefit assessment
- Hazard/risk management and control
  - Risk management options available to industry and government officials
- Risk Communication (in general)
- Activity for Health Professionals
- Quiz
- Summary

# Module 3: Roles and responsibilities

- Roles of industry, government, and consumers
  - How food recalls happen

- How to sign up for Canadian Food Inspection Agency A alerts
- How to report suspect cases of foodborne illness
- Regulations and guidelines
  - Include the Safe Food for Canadians Regulations, Food and Drug Regulations, Interpretive summary, role of guidelines/policies, Codex/Codex Committee on Food Hygiene
- Activity for Health Professionals
- Quiz
- Summary

### **Module 4:** Safe food handling and cooking practices

- Proper hand washing / personal hygiene
- General safe food handling messages
  - o Clean, cook, chill and separate
- Best practices in hospital settings (consider also long-term care facilities, senior and group homes/residences)
- Activity 1
- Activity 2
- Quiz
- Summary

## Module 5: Food safety and vulnerable populations

- Health risks
  - why are some foodborne pathogens more dangerous for at-risk groups
- Foods to avoid to minimize risk
- Pathogens of concern for vulnerable groups and why
- Educational materials to share with clients brochures, website links (trusted government websites, top food safety organizations, YouTube videos, etc.)
- Activity 1 a specific vulnerable population
- Activity 2 another vulnerable population
- Quiz
- Summary

#### **Final Quiz**

# Supplements: Food safety consideration for Powdered Infant Formula (PIF); Food safety and First Nations

Food Safety Myths (examples below to be inserted throughout the course modules)

- Cooked food cannot cause foodborne illness.
- If it looks fine, it is probably safe to eat.
- If you cut off the mould, the rest of the food is fine.
- It is okay to thaw frozen foods at room temperature.
- Dried foods are not a risk.
- One should always rinse raw chicken before cooking it.
- You need to wait for your food to completely cool down before putting it in the fridge.
- Mayonnaise is dangerous.
- You still need to wash, fresh-cut bagged lettuce that is triple-washed.
- Food poisoning is just an upset stomach.
- Cross contamination doesn't happen in the refrigerator it is too cold in there for germs to survive!
- I don't need to clean the refrigerator produce bin because I only put fruit and vegetables in there.
- I don't need to rinse this melon for safety the part I eat is on the inside!
- · Leftovers are safe to eat until they smell bad.
- Freezing food kills harmful bacteria that can cause food poisoning.

- Only kids eat raw cookie dough and cake batter. If we just keep kids away from the raw. products when adults are baking, there won't be a problem!
- Once a hamburger turns brown in the middle, it is cooked to a safe internal temperature.
- If I microwave food, the microwaves kill the bacteria, so the food is safe.
- Plastic chopping boards are more hygienic than wooden cutting boards and/or plastic or glass cutting boards don't hold harmful bacteria like wood cutting boards do.
- I can safely eat any food past its "best before date".
- Steak is okay rare, as long as the outside is brown.
- You can't re-freeze foods after they thaw you must cook or throw them away.
- This food is local, organic, or natural, so it's safe.

# 7.1.2 Supplemented Foods Course for the Bureau of Nutritional Sciences

Draft outline

# Module 0: Welcome to the supplemented food online course

- What you will learn?
- Using this course

# Module 1: Introduction to supplemented foods

- History
- Definition (highlight risk-mitigation)
- Distinction: conventional food, fortified food, enriched food, natural health product (supplements)
- Compliance and Enforcement
- Quiz
- Summary

#### Module 2: Scope

- Permitted food categories
- Permitted supplemental ingredients (highlight risk/not intended for certain populations)
  - Min and max amounts
  - Caution for certain types of supplemental ingredients
  - Vitamins and minerals
  - o Amino Acids
  - Caffeine
  - Other supplemental ingredients
    - Novel ingredient vs. supplemental ingredient
    - Taurine
- Activity (?)
- Quiz
- Summary

#### Module 3: Supplemented food labelling in Canada

- Core nutrition labelling information (link to existing Nutrition Labelling course)
- Supplemented Foods Identifier
  - Refer to Directory / Compendium
- Supplemented Foods Facts table: core nutrition labelling info + additional Supplemented Foodsspecific information
  - Absence of % Daily Values
  - Refer to Directory / Compendium
- Caution box
  - o Refer to Compendium

- Declarations outside of the Supplemented Foods Facts table
- Activity: distinguish/recognize a Supplemented Food from a conventional food
- Activity: Comparing supplemental ingredients to other supplements/other Supplemented Food...how to ensure not consuming too much of a nutrient/ingredient
- Quiz
- Summary

### Module 4: Statements and Claims on Supplemented Food

- Requirements and Restrictions
- General Claims
- Nutrient Content Claims
- Health Claims
- Amino Acid Claims
- Activity
- Quiz
- Summary

#### Module 5: Caffeinated Energy drinks

- Overview
- Caffeine Information
- Reporting consumption incidents
- Key messages share them on your platforms! (make it in a downloadable Portable Document Format (PDF))
- Activity 1: adult-oriented
- Activity 2: teen-oriented
- Quiz
- Summary

# **Final Quiz**

#### Certificate

# 7.1.3 Food Directorate Premarket Submissions and other Program Information for the Bureau of Business Systems and Operations

Preliminary Structure Proposal

# **Background**

The Food Directorate has consistently worked to improve processes, from supporting operational level changes to contracting process experts to analyse practices and advise paths to improvement. Through this work, one identified area for improvement is educating the stakeholders with whom we interact.

Through the learning platform, we see an opportunity to help to inform Pre-Market Submission stakeholders, train new employees, and potentially expand to other programs within the Food Directorate. The approach would be to centralize information in an interactive, user-friendly environment and offer a course for "certification" in the processes and context of submitting packages to the Food Directorate.

Some of the benefits of this environment for pre-market submissions include: centralizing pre-market submission information in one easy to navigate web environment, the possibility of leveraging work already done with the Food Directorate, using an internal Health Canada environment, the ability to update content at a program level as needed, and a common web look and feel for Food Directorate programs.

Additionally, with helpful, easy to find information available, navigation of the submission process should be improved for industry. The environment should provide detailed guidance on process, the information and quality of information Food Directorate requires for submission, and insights as to where the Food Directorate sees common submission issues. Through this effort we expect to see improved, high quality submissions to the Food Directorate. This will shorten the evaluation time, decrease the number of deficiency letters going to petitioners, and could act as a training tool for industry as well as Food Directorate employees.

## **Proposed Structure and Content**

In creating a proposed structure, we will leverage as much of the environment as we can. Some of the features include linking between modules, an index of topics, search function, interactive tools (including decision trees), and others.

Once accessed, the first page will include some general information, a listing of topics, and a link to the site map.

Below is a brief outline of the modules and associated structures being proposed.

## Level 1 - Splash Page

To include general information, and headings (with descriptors) and links to Level 2

- 1. About the Food Directorate
- 2. Pre-submission meetings
- 3. Pre-Market Submissions
- 4. Novelty Determinations
- 5. Classifications
- 6. Temporary Marketing Authorizations and Supplemented Foods
- 7. General information about marketing foods in Canada
- 8. Link to the associated course

#### Level 2 - Categorized information

Initial page for each proposed topic with some general, high-level information and, a list of each of the subtopics with descriptors and links to content in level 3.

#### Level 3 and 4 - Main topic subheadings

Goes into more detail on Level 2 topics, for example common problems with submission packages.

#### Moving forward

As we move forward with this project, we propose that the focus be on Pre-Market submissions and common inquiries. Once this has been established we would look to onboarding additional program areas, for e.g. Health Risk Assessments, Labelling, Human Milk Fortifiers, Packaging, New Infant Formula Ingredients.

# 7.1.4 Statistics Course for the Bureau of Food Surveillance and Science Integration

#### Draft outline

#### Module 0: Welcome to the Food Directorate's online statistics course

- What you will learn?
- Using this course

#### **Module 1: Introduction to Statistics**

- Definition
- Steps in a statistical study (interactive activity?)
- Types of studies
- Methods of sampling (provide definitions within each method as needed)
- Source of data
- Methods of data collection
- Data Organization (define variable here)
- Data Cleaning
- Quiz

### **Module 2: Descriptive Statistics**

- Overview of types of descriptive statistics and types of data (categorical and continuous)
- Central Tendency
  - o Mode
  - Median
  - Mean
- Distribution
  - Percentiles
  - Quartiles
  - Shape (skewness)
- Dispersion
  - Range
  - Variance
  - Standard Deviation
- Quiz

# Module 3: Outliers, Missing Data and Bias

- Outliers
  - o Problems and causes
  - Activity
- Missing Data
- Types, problems and solutions
- Bias
- Activity: outliers vs bias
- Quiz

# Module 4: Best practices (include activities?)

- Disclaimer
- Is it necessary?
- Be Mindful of Interpretations.
- Avoid Chartjunk!
- Numerical vs. Graphical?

- Percentile
- Too many Digits!
- Be Mindful of...
- Quiz

# **Final Quiz**

# 7.1.5 Food Allergens Course (Health Professionals branch and Consumer branch) for the Bureau of Chemical Safety

Draft outline

# Module 0: Welcome to the food allergen online course

- What you will learn
- Using this course

#### **Module 1: Introduction**

- Food allergies
- · Gluten-related disorders and celiac disease
- Food intolerances
- Health Canada vs. Canadian Food Inspection Agency roles
- Activity: matching game?

# Module 2: Symptoms and treatment of food allergies and allergic reactions

- Clinical aspects symptoms of allergic reactions
- Epinephrine / Immunotherapy treatment
- What to do when you or someone has an allergic reaction
- Quiz

# Module 3: Most common food allergens

- 13 common allergens: Tree nuts, Peanuts, Sesame seeds, Wheat, triticale, Eggs, Milk, Soybeans, Crustacea, Fish, Crustaceans and Molluscs, Mustard seeds, Gluten
- Explain why these have been identified as the common food allergens
- Activity
- Quiz

#### Module 4: Gluten-related disorders and celiac disease

- Gluten sources
- Symptoms of celiac disease
- Gluten as a protein
- Quiz

## Module 5: Labelling

- List of ingredients
- Precautionary labelling ("may contain" statements)
- Allergen-free claims
- Imported foods
- Activity: accurate vs false label?
- Quiz

#### Module 6: How to avoid and prevent allergic reactions

- Primary prevention of food allergies (early introduction of food allergens)
- Watch out for cross-contamination (introduction to thresholds)
- Eating and dining out
- Read labels carefully
- Be informed: Food Allergies e-Notice and CFIA recalls
  - Consumer reporting
- Quiz

**Final Quiz** 

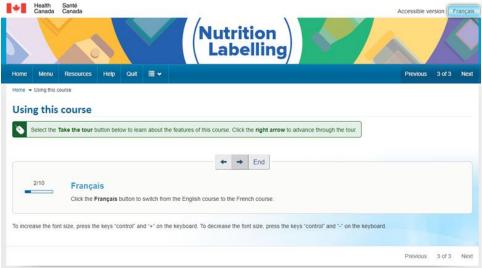
### 7.2 Appendix B: Nutrition Labelling Online Course Screenshots

### Welcome page:

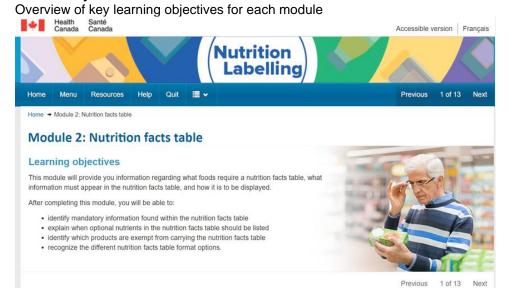
Introduces purpose of course, target audience, average time for completion and module topics



# Tour of course navigation:

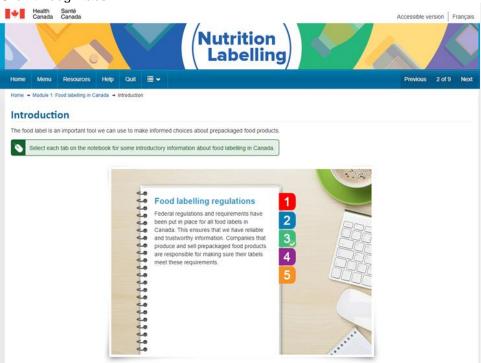


### **Module Objectives:**

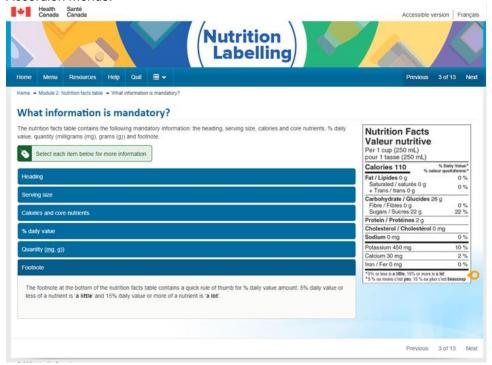


# Interactive elements, such as:

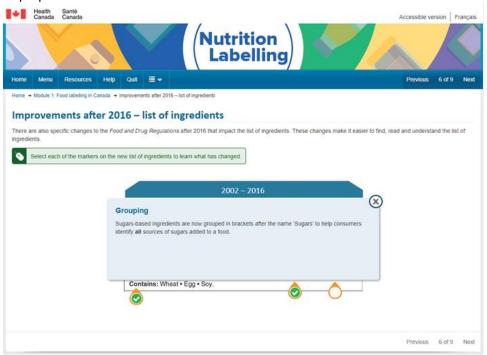
Click-through tabs:



### Accordion menus:



### Pop-ups:



# **Client activity**

Ready to use resource activities for health professionals to use in teaching clients





### Do all food products have a nutrition facts table?

#### Health professional resource

#### Objective of this activity:

• to understand that food products with and without nutrition facts tables can be part of a healthy diet.

#### You will need:

• the Client resource page.

#### Tip for this activity:

- you can adapt this activity to meet your clients' needs by using different food products.
   Instead of comparing a fresh and frozen vegetable, try using:
   a fresh fruit and frozen fruit
   a fresh vegetable and a canned vegetable with little to no salt added.

#### Scenario to discuss:

You are choosing between fresh and frozen broccoli.

Question: Which product do you choose?

#### Activity:

Ask your client to look at each of the images on the Client resource page and to note if there is a nutrition facts table associated with the product.

Product A is fresh broccoli and there is no nutrition facts table. Fresh vegetables and fruits **never** have to display a nutrition facts table. You can find nutrition information about vegetables and fruits in the <u>Canadian Nutrient File</u>.

Product B is a package of frozen broccoli and it has a nutrition facts table.

Module 2: Health professional resource

Canada



Module 2: Nutrition facts table

#### Do all food products have a nutrition facts table?

#### Client resource

#### Scenario:

You are choosing between fresh and frozen broccoli.

Question: Which product do you choose?

#### Activity:

Look at each of the products below.

You will notice that Product A is fresh broccoli and that there is no nutrition facts table. Fresh vegetables and fruits **never** have to display a nutrition facts table. You can find nutrition information on vegetables and fruits in the <u>Canadian Nutrient File</u>.

Product B is a package of frozen broccoli and it has a nutrition facts table.

#### Product A

1

#### Product B



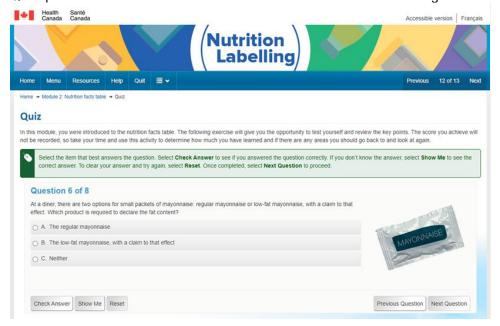


Module 2: Client resource

Canada

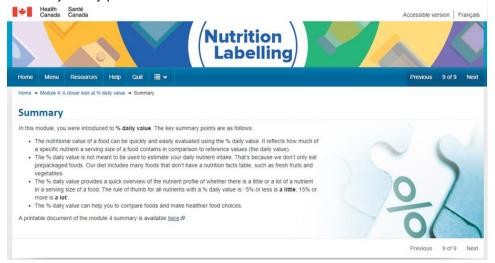
### **Quiz questions:**

Quiz questions at the end of each module to test learner's understanding and serve as a tool for review



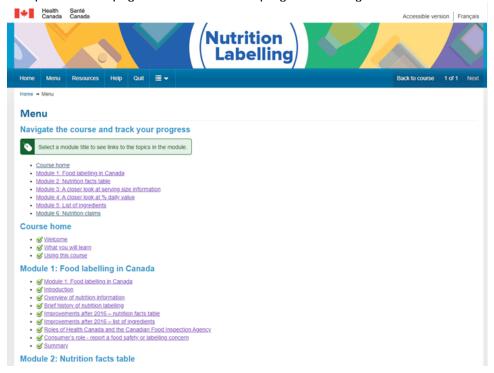
### Summary page:

Summary of key points at the end of each module - also available as a reference PDF



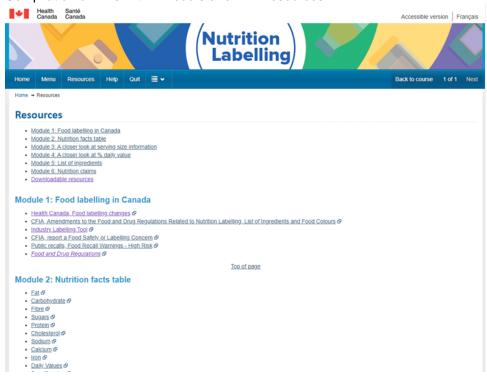
# Menu page:

Compilation of all pages within course and progress tracking feature



# Resources page:

Compilation of links within module and PDF resources



# ANNEX "B" BASIS OF PAYMENT

**Table 1 – Initial Contract** 

Detailed Payment Structure and Timeline for Course Development: Food Safety Course for the Bureau of Microbial Hazards

Activites	Budget	Completion Timeframe
<b>Task 1:</b> Overall project management, work plan development, and project reporting	TBD	TBD
Task 2: Course design and development services	TBD	TBD
Task 3: Customized online course SCORM package	TBD	TBD
Mandatory course capabilities (see section 3.2)	TBD	TBD
<ul> <li>Exercisable additional capability –         Gamification (see section 3.2)     </li> </ul>	TBD	TBD
<ul> <li>Exercisable additional capability – Built-in course analytics (see section 3.2)</li> </ul>	TBD	TBD
<ul> <li>Exercisable additional capability - Search functionality within course (see section 3.2)</li> </ul>	TBD	TBD
<ul> <li>Exercisable additional capability - Progress tracker (section 3.2)</li> </ul>	TBD	TBD
<ul> <li>Exercisable additional capability - Navigation panel (section 3.2)</li> </ul>	TBD	TBD
Exercisable additional capability - Course Certificate (section 3.1)	TBD	TBD
Task 4: Quality assurance	TBD	TBD
Task 5: English and French course deployment	TBD	TBD
Task 6: Post-launch course alterations	To a maximum price of TBD	TBD
Total Cost	\$XXXX (excluding	HST)

# Table 2 - Optional Course 1

Detailed Payment Structure and Timeline for Course Development: Supplemented Foods Course for the Bureau of Nutritional Sciences

Activites	Budget	Completion Timeframe
<b>Task 1:</b> Overall project management, work plan development, and project reporting	TBD	TBD
Task 2: Course design and development services	TBD	TBD
Task 3: Customized online course SCORM package	TBD	TBD
Mandatory course capabilities (see section 3.2)	TBD	TBD
<ul> <li>Exercisable additional capability –         Gamification (see section 3.2)     </li> </ul>	TBD	TBD

Exercisable additional capability –  Built-in course analytics (see section 3.2)	TBD	TBD
<ul> <li>Exercisable additional capability -         Search functionality within course (see section 3.2)</li> </ul>	TBD	TBD
Exercisable additional capability -     Progress tracker (section 3.2)	TBD	TBD
<ul> <li>Exercisable additional capability - Navigation panel (section 3.2)</li> </ul>	TBD	TBD
Task 4: Quality assurance	TBD	TBD
Task 5: English and French course deployment	TBD	TBD
Task 6: Post-launch course alterations	To a maximum price of TBD	TBD
Total cost	\$XXXX (excluding HST)	

**Table 3 - Optional Course 2** 

Detailed Payment Structure and Timeline for Course Development: Food Directorate Premarket Submissions and other Program Information for the Bureau of Business Systems and Operations

Activites	Budget	Completion Timeframe
<b>Task 1:</b> Overall project management, work plan development, and project reporting	TBD	TBD
Task 2: Course design and development services	TBD	TBD
Task 3: Customized online course SCORM package	TBD	TBD
Mandatory course capabilities (see section 3.2)	TBD	TBD
Exercisable additional capability – Gamification (see section 3.2)	TBD	TBD
Exercisable additional capability –     Built-in course analytics (see section 3.2)	TBD	TBD
Exercisable additional capability -     Search functionality within course (see section 3.2)	TBD	TBD
Exercisable additional capability –     Progress tracker (see section 3.2)	TBD	TBD
Exercisable additional capability –     Navigation panel (see section 3.2)	TBD	TBD
Task 4: Quality assurance	TBD	TBD
Task 5: English and French course development	TBD	TBD
Task 6: Post-launch course alterations	To a maximum price of TBD	TBD
Total cost	\$XXXX (excluding HST)	

**Table 4 - Optional Course 3** 

Detailed Payment Structure and Timeline for Course Development: Statistics Course for the Bureau of Food Surveillance and Science Integration

Activites	Budget	Completion Timeframe
<b>Task 1:</b> Overall project management, work plan development, and project reporting	TBD	TBD
Task 2: Course design and development services	TBD	TBD
Task 3: Customized online course SCORM package	TBD	TBD
Mandatory course capabilities (see section 3.2)	TBD	TBD
Exercisable additional capability – Gamification (see section 3.2)	TBD	TBD
<ul> <li>Exercisable additional capability –</li> <li>Built-in course analytics (see section 3.2)</li> </ul>	TBD	TBD
Exercisable additional capability -     Search functionality within course (see section 3.2)	TBD	TBD
<ul> <li>Exercisable additional capability –         Progress tracker (see section 3.2)     </li> </ul>	TBD	TBD
<ul> <li>Exercisable additional capability –</li> <li>Navigation panel (see section 3.2)</li> </ul>	TBD	TBD
Task 4: Quality assurance	TBD	TBD
Task 5: English and French course deployment	TBD	TBD
Task 6: Post-launch course alterations	To a maximum price of TBD	TBD
Total cost	\$XXXX (excluding HST)	

# **Table 5 - Optional Course 4**

Detailed Payment Structure and Timeline for Course Development: Food Allergen Course (Health Professionals branch and consumer branch) for the Bureau of Chemical Safety

Activites	Budget	Completion Timeframe
Task 1: Overall project management, work plan development, and project reporting	TBD	TBD
Task 2: Course design and development services	TBD	TBD
Task 3: Customized online course SCORM package	TBD	TBD
Mandatory course capabilities (see section 3.2)	TBD	TBD
Exercisable additional capability – Gamification (see section 3.2)	TBD	TBD
Exercisable additional capability –     Built-in course analytics (see section 3.2)	TBD	TBD
Exercisable additional capability -     Search functionality within course (see section 3.2)	TBD	TBD
Exercisable additional capability –     Progress tracker (see section 3.2)	TBD	TBD

Exercisable additional capability –     Navigation panel (see section 3.2)	TBD	TBD
Task 4: Quality assurance	TBD	TBD
Task 5: English and French course deployment	TBD	TBD
Task 6: Post-launch course alterations	To a maximum price of TBD	TBD
Total Cost	\$XXXX (excluding HST)	