RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Veterans Affairs Canada Procurement & Contracting Attn: Susan O'Brien

susan.obrien@veterans.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

v.02 e

Proposal To: Veterans Affairs Canada

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

Proposition aux: Anciens Combattants Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés

Instructions: See Herein

ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Instructions: Voir aux présentes

Comments - Commentaires

Vendor/Firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution Veterans Affairs Canada

Title - Sujet		
Veterans Online Caregiver	<u>r Training Program</u>	า
Solicitation No. – N° de l'invita		
3000754316	2022-01-	.09
GETS Reference No. – N° de re	eference de SEAG	
File No. – N° de dossier	CCC No. / N° CCC	- FMS No. / N° VME
Solicitation Closes – L'ir	nvitation prend fi	Fuseau horaire Eastern Standard Time
on – le 2022-02-02		EST
F.O.B F.A.B.	_	_
	tion: Other-Autre:	: 🗆
Address Inquiries to : - Adress	er toutes questions	Buyer Id – Id de
à: Susan O'Brien		l'acheteur suobrien FAX No. – N° de FAX
Telephone No. – N° de télépho (902) 314-8488		
Destination – of Goods, Servic		:
Destination – des biens, servic	es et construction :	
On a Hamain		
See Herein		
Delivery required - Deli	ivered Offered – Livra	gison proposée
Livraison exigée	ivereu Onereu – Livia	alson proposee
See Herein		
Vendor/firm Name and address	1	
Raison sociale et adresse du fo		oreneur
Facsimile No N° de télécopie	ur	
Telephone No. – N° de téléphor		
Name and title of person autho	ne	

Nom et titre de la personne autorisée à signer au nom du fournisseur/de

Date

l'entrepreneur (taper ou écrire en caractères d'imprimerie)

(type or print)-

Signature

TABLE OF CONTENTS

PART '	1 - GENERAL INFORMATION	4
1.1	Introduction	4
1.2	SUMMARY	
1.3	DEBRIEFINGS	
	2 - BIDDER INSTRUCTIONS	
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.2	SUBMISSION OF BIDS	
2.3 2.4	FORMER PUBLIC SERVANTENQUIRIES - BID SOLICITATION	
2.4 2.5	APPLICABLE LAWS	
2.6	IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	7
2.7	BID CHALLENGE AND RECOURSE MECHANISMS	
2.8	OFFICE OF THE PROCUREMENT OMBUDSMAN	
PART:	3 - BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1	EVALUATION PROCEDURES	
4.2	Basis of Selection - Lowest Price per Point	10
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART (6 - RESULTING CONTRACT CLAUSES	
6.1	STATEMENT OF WORK	
6.2	STANDARD CLAUSES AND CONDITIONS	
6.3 6.4	SECURITY REQUIREMENTS TERM OF CONTRACT	
6.4 6.5	AUTHORITIES	
6.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	14
6.7	Payment	
6.8	Invoicing Instructions	_
6.9 6.10	CERTIFICATIONS AND ADDITIONAL INFORMATION	
	PRIORITY OF DOCUMENTS	
	INSURANCE	
	DISPUTE RESOLUTION	
ANNEX	C "A"	18
STA	TEMENT OF WORK	18
ANNEX	("B"	23
BASI	IS OF PAYMENT	23
ANNEX	K "C" TO PART 3 OF THE BID SOLICITATION	25
ELEC	CTRONIC PAYMENT INSTRUMENTS	25
ANNEX	("D"	26

EVALUATION CRITERIA	26
ANNEX "E"	30
LISTING OF BOARD OF DIRECTORS	30

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, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

Veterans Affairs Canada requires the services of a contractor to design, develop and deliver an e-learning program for informal caregivers of Canada Veterans with functionality that includes access to course content, peer support, interactive discussion boards and facilitation. The intended population is informal caregivers of Canadian Veterans with mental or physical health problems.

The period of the contract is from date of contract to March 31, 2024, with the option to extend up to three (3) additional one (1) year periods.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Ukraine Free Trade Agreement, and the Canada-United Kingdom Trade Continuity Agreement.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Veterans Affairs Canada (VAC) by the date, time and place indicated in the bid solicitation.

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

Former Public Servant 2.3

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror 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 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 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.

2.8 Office of the Procurement Ombudsman

The OPO was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact the OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 soft copy)
Section II: Financial Bid (1 soft copy)
Section III: Certifications (1 soft copy)

Due to the nature of the bid solicitation, bids transmitted by facsimile, courier or post mail will not be accepted."

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper.
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs or binders.

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

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment at Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices - Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection - Lowest Price per Point

- 1. To be declared responsive, a bis must
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

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 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.

5.2.3 Education and Experience

5.2.3.1 SACC Manual clause A3010T (2010-08-16), Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award.

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

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from April 1, 2023 to March 31, 2024 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 three (3) 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 15 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:

Name: Susan O'Brien

Title: Departmental Procurement and Contracting Advisor

Veterans Affairs Canada

Telephone: 902 314 8488

E-mail address: susan.obrien@veterans.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

Name:		
Title:		
Organization:		
Address:		
Telephone:		
Telephone:		
E-mail address:		

The Project Authority for the Contract is: (to be provided 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.

6.5.3 Contractor's Representative (to be provided at Contract Award)

Name:	
Γitle:	
Organization:	
Address:	
Гelephone:	
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 – Firm Lot Price

For the work described in Phase 1 of the Statement of Work in Annex "A":

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B, Basis of Payment. 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.

6.7.1.1 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

6.7.2 Basis of Payment - Limitation of Expenditure

For the work described in Phases 2 and 3 of the Statement of Work in Annex "A":

The Contractor will be paid for the Work performed, in accordance with the Basis of payment in annex "B", to a limitation of expenditure of \$_____(insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

- 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

6.7.3.1 Milestone Payments

For the work described in Phase 1 of the Statement of Work at Annex "A":

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using <u>PWGSC-TPSGC 1111</u>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.3.2 Multiple Payments

For the work described in Phase 2 of the Statement of Work at Annex "A":

Canada will pay the Contractor upon completion and delivery of units 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.

6.7.4 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);

6.8 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 Each invoice must be supported by:
 - a. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address shown on page 1 of the Contract 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.

6.9.2 SACC Manual Clauses

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SACC Manual clause C6000C (2017-08-17), Limitation of Price SACC Manual clause A9113C (2014-11-27), Handling of Personal Information SACC Manual clause A9117C (2007-11-30), T1204 – Direct Request by Customer Department SACC Manual clause C0705C (2010-01-11), Discretionary Audit
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6.10 Applicable Laws

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

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.

- (a) the Articles of Agreement:
- (b) general conditions 2035 (2022-12-01) General Conditions Higher Complexity Services;
- (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".

6.13.1 Office of the Procurement Ombudsman

6.13.1.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the OPO to request dispute resolution/mediation services. The OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on the OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

6.13.1.2 Contract Administration

The OPO was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact the OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on the OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

ANNEX "A"

STATEMENT OF WORK

Title: Veterans Online Caregiver Training Program

1. SCOPE

1.1. Objective

Veterans Affairs Canada (VAC) wishes to obtain the services of a Contractor for the delivery of an Online Caregiver Training Program, a free online e-learning program for informal caregivers of Canadian Veterans with mental or physical health problems. The program will have functionality that includes access to online module content and trained coaches.

The period of contract is from April 1, 2023, to March 31, 2024, with the option to extend for up to four (4) additional one (1) year periods to support any desired ongoing delivery.

1.2. Background

VAC understands the difficulties of providing care and support to an individual with a disability, especially the unique demands of caring for ill and injured Veterans in comparison to civilian caregiving. Providing supports can help mitigate the stressors often associated with caregiving.

The absence of such supports, on the other hand, can lead to negative effects for family caregivers that jeopardize both their capacity to provide care and their own health and well-being. This subsequently can also negatively impact the Veteran's recovery.

In order to support informal caregivers of Canadian Veterans, VAC is seeking an online and interactive training program to provide navigation support (to help inform caregivers about other possible services and supports), as well as opportunities to build problem-solving and resiliency skills all supported by trained on-line facilitators to these caregivers.

2. REQUIREMENTS

VAC requires a Contractor that has proven expertise with, and in-depth knowledge of, the maintenance and delivery of online tools and supports, including the provision of trained online facilitators to deliver an Online Caregiver Training Program to caregivers of Veterans.

2.1 Scope of Work:

The desired outcome of this contract will be the delivery of an Online Caregiver Training Program, in both English and French, to informal caregivers of Canadian Veterans to ensure these caregivers have support

Contract/project scope includes all activities related to product development and customization, functionality, and delivery. The project will involve two phases:

Phase one will focus on preparing for delivery, functionality and training of a para-professional team of coaches. At the end of phase one, the e-learning program, which includes an online module, community forum and trained coaches, will be ready for delivery to caregivers of Veterans.

Phase Two will focus on building ongoing capacity, maintaining and updating the online module content and program engagement.

Specific project scope activities include:

• All activities related to project initiation, management and administration;

- All activities related to development and customization of online module content;
- All activities related to securing ongoing access to trained coaches with delivery capacity in English and French as required (to be determined during project planning);
- All activities related to secure hosting of the e-learning program on a Canadian server;
- All activities related to delivering the e-learning program in Canada to eligible participants, including those who may reside outside of Canada;
- All activities related to securing ongoing access to an on-line community forum for caregivers;
- All activities related to the development of a yearly report

Out of scope activities:

Translation of materials in French will be done by the Government of Canada

The final product must include the following specifications:

- A dedicated e-learning program on a secure Canadian server with capacity for individual registration/login through a secure portal;
- E-learning program delivery in English and French;
- Any necessary licensures for relevant intellectual property;
- Accessibility for anyone in the general public;
- Capacity to safeguard personal information as required in line with Access to Information and Privacy Legislation;
- Trained coaches with lived experience as informal caregivers to persons with mental or physical health conditions to work with groups;
- Online module which includes self-management, stress management, problem solving, action
 planning, communication, working with the health care system, working with health care
 providers, medication management, difficult care partner behaviours, self-care (sleep, healthy
 eating, exercise), difficult emotions, care partner emotions, making decisions, finding help and
 making plans for the future and other pertinent topics;
- E-learning program that includes reading activities, interacting with other participants via community forums, navigation support, problem solving exercises, action plans, journaling, monitoring logs, and self-tests;
- IT systems that allow for all of the above, on-line participant self-registration, and e-mail links to the coaches in a secured environment;
- Online module that must adhere to Government of Canada website accessibility guidelines;
- Posting of relevant guidelines and privacy policies;
- Means to collect relevant information for reporting purposes;
- Access to one-to-one sessions with a trained coach. Up to 125 sessions per e-learning program
 will be provided, for a total of 500 sessions per year. Each session is defined as 30-minute
 appointment, with a follow up email and Action Plan. Where an Action Plan is deemed
 unnecessary, no plan will be sent;
- Caregiver sessions with trained coaches will be provided within 2 business days of request; and
- Telephone and email session requests will be responded to within 1 business day.

2.2 Tasks and deliverables by phases:

Phase One:

Preparation for implementation. Completed no later than 6 months after contract award (i.e., October 1, 2023).

TASK	DELIVERABLE
Project planning	Project plan completed and approved by VAC.

Content development	All customized content for online module for informal caregivers of Canadian Veterans living with physical and mental health problems. Content must be approved by VAC.
Functionality development	Interactive e-learning program available online to eligible participants with adequate administration support, self-help, facilitation and peer support elements. Includes recruitment landing pages, consent and questionnaires, content, on-line community forums, navigation support, reporting features, automatic system emails. Online module available on secure Canadian server for testing.
Trained Coaches	Trained coaches with lived experience are ready to support participants with fluency in English and French as required.
Testing and review of e-learning program	E-learning program is tested, and functions as expected and approved by VAC.
Development of community forum for participants	Community forum is ready to receive first participants and relevant IT infrastructure is in place.

Phase Two: Full implementation. Complete by March 31, 2024.

TASK	DELIVERABLE
Initial recruitment and delivery.	The e-learning program is delivered in full to first participants no
	later than 6 months after contract award.
Ongoing recruitment, and delivery	The e-learning program is delivered beginning 6 months after
	contract award, or earlier if possible until March 31, 2024.
Community forum functioning	Caregivers are able to participate in community forum.
Yearly Report and next steps.	12 months after contact award, a report delivered and approved
	by VAC.
	Next steps determined.

Phase Three: Option Years (4)

TASK	DELIVERABLE
Ongoing delivery from April 1, 2024 – March 31, 2028, as	Ongoing delivery of the e-learning program as required, with a report delivered and approved by VAC at the end of each one-
applicable	year extension.

Delivery of an Online Caregiver Training Program including:

- All activities related to project implementation, management and administration of the Online Caregiver Training Program;
- All activities related to development and customization of online module content;
- All activities related to securing ongoing access to trained coaches with delivery capacity in English and French as required;
- All activities related to secure hosting of the e-learning program on a Canadian server;
- All activities related to delivering the e-learning program, including navigation support, in Canada to eligible participants, including those who may reside outside of Canada; and
- All activities related to the development of a yearly report

2.3 Accessibility

The Contractor must:

Ensure that all courses meet WCAG 2.1 A and AA accessibility standards to ensure inter-

operability and usability with assistive technologies by persons with disabilities.

2.4 Contractor Qualifications

The contractor must have the capacity to ensure delivery of all identified tasks. The contractor must have and maintain any relevant licenses required to operate the program.

2. 5 Security Requirements

No security requirements: registration is required to access the online module and trained coaches.

Personal information provided to the contractor via login will be done directly by participants. No personal information will be shared between the Department and the contractor. Any results in the yearly report will be shared by aggregate data only.

2.6 Support Provided by Canada

Information, data or reference material that VAC has developed to support this initiative will be shared.

2.7 Language

Delivery of all aspects of the Online Caregiver Training Program must be provided in both English and French. Yearly reports provided to VAC must be submitted be in English.

2.8 Privacy and Information Management

Privacy

Requests for Information

Should the Contractor receive a request for information from a third party the Contractor will advise the Project Authority. Following consultation with the VAC Access to Information and Privacy Coordinator, the Project Authority will provide the Contractor with guidance and direction on handling the request.

Notification of Non-Compliance or Breach of Privacy and Security

The Contractor shall notify, in writing, the Project Authority, Veterans Affairs Canada and the Contracting Authority immediately of any reason it does not comply with the Privacy and Security provisions of the Contract in any respect. The Contractor shall promptly notify the Project Authority of the particulars of the non-compliance and what steps it proposes to take to address, or prevent recurrence of the non-compliance.

The Contractor shall notify the Project Authority immediately when it becomes aware of an occurrence of breach of privacy or of the security requirements of the Contract. This includes but is not limited to:

- a) unauthorized access to or modification of the personal information in its custody
- b) unauthorized use of the personal information in its custody
- c) unauthorized disclosure of the personal information in its custody
- d) A breach of privacy or security with respect to personal information in its custody or with respect to any computer system in its custody and that may be used to access personal information.

The Contractor shall work with the Department to achieve resolution and compliance with Government of Canada privacy and security requirements.

Information Management

Non-Disclosure of Sensitive Information

The Contractor agrees that it will not disclose Sensitive Information, derived from discussions and examples during this training session, to any person, firm, corporation, association, or any other entity, for any reason or purpose whatsoever. This applies to both during and after the contract period

Ownership of Information

The Contractor must ensure that all records which are collected, used, processed, handled, stored, and created for the purposes of fulfilling the requirements of the contract, regardless of the format, remain under the ownership and control of Veterans Affairs Canada (VAC).

The Contractor acknowledges that all records belonging to VAC are managed in accordance with all applicable Government of Canada legislation.

Upon delivery of the final requirements of the contract, the Contractor will ensure that all information belonging to VAC is transferred or disposed of, following a process approved by the Project Authority and VAC Information Management.

ANNEX "B"

BASIS OF PAYMENT

	Preparation for Implementation od of 6 months from Contract Award)		
Milestone No.	Deliverable(s)	Delivery Date	Dollar Value
1	Project plan completed and approved by VAC.	3 weeks after Contract Award	\$
2	First round of consultations complete for content customization and information summarized	2 months after Contract Award	\$
3	First draft of customized online program in complete, appropriate and available for stakeholder review and input	3 months after Contract Award	\$
4	Stakeholder feedback is integrated and revised online program in complete. 3.5 mor after Co		\$
5	Trained facilitators with lived experience are ready and available in both official languages to support participants in hours per week as required for initial course delivery.	4 months after Contract Award	\$
6	Program functionality is complete, tested and functions as expected, approved by VAC	5 months after Contract Award	\$
7	Community forum/facilitators are ready to receive first graduates.	6 months after Contract Award	\$
		Total (1)	\$
		Ar	oplicable Taxes Extra

Item No	Description	Unit of	Estimated	Unit Price	Extended
		Issue	Quantity		Price
1	Online program is delivered in full to the first group of participants and graduates are able to participate in the community forum (1 course of up to 25 people) by October 31, 2023.	Each (Course)	1	\$	\$
2	Online program is delivered for the period from September 1, 2023 to March 31, 2024 and graduates are participating in the community forum (up to 20 courses of up to 25 people each)	Each (Course)	20	\$	\$
3	Final reports and performance measures in Annex A are submitted to VAC to be completed by March 31, 2024.	Lot	1	\$	\$

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1st Option	Year - April 1, 2024 to March 31, 202	25			
Item No	Description	Unit of Issue	Estimated Quantity	Unit Price	Extended Price
1	Online program is delivered for the period from April 1, 2024 to March 31, 2025 and graduates are participating in the community forum (up to 20 courses of up to 25 people each)	Each (Course)	20	\$	\$
2 nd Option	n Year – April 1, 2025 to March 31, 20	26	1	1	•
2	Online program is delivered for the period from April 1, 2025 to March 31, 2026 and graduates are participating in the community forum (up to 20 courses of up to 25 people each)	Each (Course)	20	\$	\$
	n Year – April 1, 2026 to March 31, 202	27			
3	Online program is delivered for the period from April 1, 2026 to March 31, 2027 and graduates are participating in the community forum (up to 20 courses of up to 25 people each)	Each (Course)	20	\$	\$
				Total (3)	
	Total Evaluated	Price Total	(1) + Total (2		
				Annlies	ible Taxes Ex

The total cost for evaluation purposes will be calculated by adding the Te	otal (1) + Total (2)) + Total (3):
\$		

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to b	e paid by an	y of the following	g Electronic Pa	yment Instrument(s):

() Direct Deposit (Domestic and International);

ANNEX "D"

EVALUATION CRITERIA

Mandatory Technical Criteria

Item No.	Mandatory Technical Criteria	Met / Not Met	Reference to Proposal page No.
M.1	Understanding the Requirement The Bidder must provide a detailed project plan that clearly demonstrates their approach in providing the services related to Annex A – Statement of Work and how they are going to meet the requirement. This criteria will be deemed to have been met if the Project Plan reflects the services being requested.		
M.2	Experience of the Bidder Within the last three (3) years, the Bidder must have completed three (3) projects where they developed, implemented and delivered an interactive¹ e-learning product for the general population that is similar in size and scope to this requirement. For each product/project, the Bidder must include the following details: a) Name of Client and Project Authority b) Dollar value of Project c) Detailed summary of interactive e-learning product d) Start and end date (MM/YY)		

Point Rated Technical Criteria

Item No.	Point Rated Technical Criteria	Maximum Number of Points	Points Awarded
R.1	Prior experience hosting/delivering online health related caregiver education. Bidders must demonstrate the years of experience they have delivering online health related caregiver education. Rating Scale	10	

¹ Interactive is defined as including functionality for on-line discussion boards, peer support and means for facilitators to communicate with individual participants.

Amd. No. - N° de la modif.

	The Bidder has more than 10 years of experience hosting/delivering online health related caregiver education (10 points) The Bidder has more than 5 years and less than 10 years' experience hosting/delivering online health related caregiver education (5 points). The Bidder has less than 5 years of experience hosting/delivering online health related caregiver education (1 point) The Bidder has not addressed the requirement. (0 points)		
R.2	Prior experience hosting/delivering online health related caregiver education to the Veteran Community. Bidders must demonstrate the years of experience they have delivering online caregiver education to the Veteran Community. Rating Scale The Bidder has more than 5 years of experience hosting/delivering online health related caregiver education to the Veteran Community. (10 points) The Bidder has more than 3 years and less than 5 years' experience hosting/delivering online health related caregiver education to the Veteran Community (5 points). The Bidder has less than 3 years of experience hosting/delivering online health related caregiver education to the Veteran Community. (1 point) The Bidder has not addressed the requirement. (0 points)	10	
R.3	Prior experience hosting/delivering online health related caregiver education with Indigenous Communities. Bidders must demonstrate the years of experience they have delivering online health related caregiver education to Indigenous Communities. Rating Scale	10	

	·	7	
	The Bidder has more than 5 years of experience hosting/delivering online health related caregiver education to Indigenous Communities. (10 points)		
	The Bidder has more than 3 years and less than 5 years' experience hosting/delivering online health related caregiver education to Indigenous Communities (5 points)		
	The Bidder has less than 3 years of experience hosting/delivering online health related caregiver education to Indigenous Communities. (1 point)		
	The Bidder has not addressed the requirement. (0 points)		
	Technical online learners support		
	The Bidder must clearly demonstrate how remote support will be provided to guide and assist online learners in registration, online course navigation and online course completion.		
R.3	Rating Scale	3	
	Remote desk top assistance (2 points)		
	Telephone or e-mail assistance (1 point)		
	No remote support available (0 points)		
	Experience creating/hosting course content		
	The Bidder must clearly demonstrate their prior experience creating/hosting course content for online health related caregivers.		
	Rating Scale		
	The vendor has 10 or more years of cumulative experience creating/hosting online courses (10 points)		
R.4	The vendor has more than 5 but less than 10 years of cumulative experience creating/hosting online courses (5 points)	10	
	The vendor has more than 1 but less than 5 years of cumulative experience creating/ hosting online courses (3 points)		
	The vendor has less than 1 year of cumulative experience creating/ hosting online courses (0 points)		
R.5	Experience with Accessibility	2	
L	1	1	I.

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	Minimum score required	30	
	Maximum score	47	
	No resources who are Veterans = 0 points		
	For further clarification please visit: https://www.veterans.gc.ca/eng/about-vac/what-we- do/mandate#definition 1 or more resources who are Veterans = 2 points		
R.6	*For the purposes of the rated requirement – Veteran is defined as any former member of the Canadian Armed Forces, who successfully underwent basic training and is honourably released.	2	
	The Bidder should demonstrate that they have current employees who are *Veterans working within their organization.		
	Employment Initiatives		
	Experience working on an initiative for an accessible e- learning solution = 2 points No experience working on an initiative for an accessible e-learning solution = 0 points		
	functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society. Barrier: As including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice, that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.		
	Disability: As any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a		
	working on an initiative for an accessible e-learning solution to assist individuals with a disability or to remove/reduce barriers. THE ACCESSIBLE CANADA ACT DEFINES:		
	The Bidder should demonstrate their experience		

Amd. No. - N° de la modif.

ANNEX "E"	
LISTING OF BOARD OF DIRECTORS	s
NOTE TO BIDDERS: WRITE DIRECT	ORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES