



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

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

Attn: Drew Johnson  
Email: [drew.johnson@hc-sc.gc.ca](mailto:drew.johnson@hc-sc.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal To: **Public Health Agency of Canada**  
We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Proposition à :**  
**Agence de la santé publique du Canada**  
Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

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

**Issuing Office – Bureau de distribution**  
Health Canada / Santé Canada  
200, Eglantine Driveway  
Tunney's Pasture  
Ottawa Ontario K1A 0K9

<b>Title – Sujet</b> Online Accredited Continuous Medical Education Program on Creutzfeldt- Jakob Disease (CJD) for Health Professionals	
<b>Solicitation No. – N° de l'invitation</b> 1000257277	<b>Date</b> 2024-07-15
<b>Solicitation Closes at – L'invitation prend fin à 2:00 PM</b> on / le – August 14, 2024	<b>Time Zone</b> <b>Fuseau horaire</b> Daylight Saving Time
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à :</b> Name: Drew Johnson Email: <a href="mailto:drew.johnson@hc-sc.gc.ca">drew.johnson@hc-sc.gc.ca</a>	
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> See Herein – Voir ici	
<b>Delivery required – Livraison exigée</b> See Herein – Voir ici	
<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur :</b> <b>Telephone No. – N° de téléphone :</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
<hr/> <b>(type or print)/ (taper ou écrire en caractères d'imprimerie)</b>	
<hr/> <b>Signature</b>	<hr/> <b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses.

### **1.2 Statement of Work**

The Work to be performed is detailed in Statement of Work at Annex "A".

### **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.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement, the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement and the Canada-Honduras Free Trade Agreement, the Canada-Panama Free Trade Agreement.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#) (2023-06-08), 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 [drew.johnson@hc-sc.gc.ca](mailto:drew.johnson@hc-sc.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation.

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

### 2.3 Former Public Servant

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

#### Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity“.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;



number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the [2003](#) (2023-06-08) standard instructions.

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

- Section I: Technical Bid [electronic copy by email];
- Section II: Financial Bid [electronic copy by email];
- Section III: Certifications [electronic copy by email];
- Section IV: Additional Information [electronic copy by email].

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

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

#### **Section I: Technical Bid**

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

#### **Section II: Financial Bid**

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the Attachment 1 to Part 3, Pricing Schedule.
- B.** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial bid, Bidders should review article 6.7, Payment, of Part 6 of the bid solicitation.

#### **Section III: Certifications**

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.



#### **Section IV: Additional Information**

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid; and
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.

#### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation





### ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid once completed.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

**Table A) Professional Services**

Period		All-inclusive Firm Price
<b>Initial Contract period – Contract award to 31 March 2026</b>		
Milestones		
1	Phase 1 - Project Initiation / Content Development – August/September 2024	\$ _____
2	Phase 2 - Faculty Kick-off Meeting / Development of Program– September 2024	\$ _____
3	Phase 3 – Final Draft Sign Off / Launch of full English and French Versions of Program – February 2025	\$ _____
4	Phase 4 – Overall Program Evaluation – February 2026	\$ _____
<b>Total Evaluated Price</b>		\$ _____ (CAN)



## 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

##### 4.1.1.1 Mandatory Technical Criteria

<b>Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.</b>			
<b>Criteria</b>	<b>Page #</b>	<b>Yes</b>	<b>No</b>
<p><b>M1.</b> The bidder, as a corporate entity, must demonstrate, by providing detailed project descriptions, that they have at least five (5) years' experience within the last 15 years developing and offering online, bilingual, accredited, continuous medical education (CME) programs for health professionals.</p> <p>Project descriptions must include items 1-4 below:</p> <ol style="list-style-type: none"> <li>1. client organization name and location;</li> <li>2. project start date and end date (MM/YYYY);</li> <li>3. brief project description; and</li> <li>4. the contact name, title, telephone and/or email address.</li> </ol> <p>* Canada reserves the right to contact references to validate experience.</p>			
<p><b>M2.</b> Process – The bidder must demonstrate, by providing a detailed project plan including timelines for each phase, their capacity to complete the work identified in Annex A, Statement of Work..</p> <p>The project plan must include items 1-6 below:</p> <ol style="list-style-type: none"> <li>1. process for content development – including needs assessment/development of objectives,</li> <li>2. accreditation,</li> <li>3. development of program,</li> <li>4. launch of program in both official language,</li> <li>5. Marketing plan,</li> <li>6. The names, CVs, and roles of the proposed resources.</li> </ol>			



<b>Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.</b>				
<b>Criteria</b>	<b>Page #</b>	<b>Points allocated for the criteria</b>	<b>Minimum points required</b>	<b>Score</b>
<p>For the Point-Rated Requirements, please ensure all resumé(s) are included for each proposed resource in this package.</p>				
<p><b>R1.</b> Further to M1, the bidder, as a corporate entity, should demonstrate, by providing project descriptions, that they have more than five (5) years' experience within the last 15 years developing and offering online, bilingual, accredited, continuous medical education (CME) programs for health professionals.</p> <p>Project descriptions must include items 1-4 below:</p> <ol style="list-style-type: none"> <li>1. client organization name and location;</li> <li>2. project start date and end date (MM/YYYY);</li> <li>3. brief project description; and</li> <li>4. the contact name, title, telephone and/or email address.</li> </ol> <p>* Canada reserves the right to contact references to validate experience.</p> <p>Point Allocation:</p> <p>1 points for each additional year (up to 5 points)</p>		5	3	
<p><b>R2.</b> Outreach –</p> <p>The Bidder should demonstrate, by providing detailed project descriptions, that they have experience within the last 15 years creating marketing plans and promoting for online, bilingual, accredited, continuous medical education (CME) programs.</p> <p>Project descriptions must include items 1-4 below:</p> <ol style="list-style-type: none"> <li>1. client organization name and location;</li> </ol>		7		



<p>2. project start date and end date (MM/YYYY);</p> <p>3. brief project description; and</p> <p>4. the contact name, title, telephone and/or email address.</p> <p>* Canada reserves the right to contact references to validate experience.</p> <p>Point Allocation:</p> <p>1 point for each project (minimum project duration of 3 months) (up to 7 points)</p>				
<p><b>R3.</b> The bidder should demonstrate, by providing detailed project descriptions, that they have experience within the last 15 years providing various methods to deliver content for online, bilingual, accredited, continuous medical education (CME) programs (e.g., pre/post-tests, short videos, interactive multiple-choice questions/answers, links to additional resources, downloadable PDF files).</p> <p>Point Allocation:</p> <p>1 point for each project (minimum project duration of 3 months) (up to 517 points)</p>		5		
<b>Total Points</b>		17	3	

**4.2 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%) Combined**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for criterion number R1 for the technical evaluation
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %..
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the Contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd

Based on the above table Bidder 1 would be selected for contract award.



## 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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 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 provided will render the bid non-responsive.

##### 5.1.2.2 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

##### 5.1.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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



## **5.2 Additional Certifications Precedent to Contract Award**

### **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

### **5.2.3 Certifications - Contract**

*SACC Manual* clause [A3015C](#) (2014-06-26) Certifications – Contract



## 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 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Unscreened contractors must be escorted:

1. Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting GoC facilities.
2. Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the Contractor must be unclassified material and considered to be releasable to the public by HC/PHAC and/or The Government of Canada.
3. No Protected or Classified information is to be made available to the Contractor, used in the production of the contracted product, or produced as a result of this contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 6.3.2 Supplementary General Conditions

[4009](#) (2022-12-01), Supplementary General Conditions apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31<sup>st</sup>, 2025 inclusive.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Drew Johnson  
Title: Team Leader





Telephone: 613-941-2102

E-mail address: [drew.johnson@hc-sc.gc.ca](mailto:drew.johnson@hc-sc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**6.5.2 Project Authority**

The Project Authority for the Contract is:  
(Fill in at time of contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.5.3 Contractor's Representative**

(Fill in at time of contract award)

Contact Name:  
Title:  
Telephone:  
Facsimile:  
E-mail address:

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

**6.7 Payment – Firm Hourly Rate**

**6.7.1 Firm Fixed Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$\_\_\_\_\_ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.



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

### 6.7.2 Method of Payment – Milestone Payments - Not Subject to Holdback

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

1. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
2. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### 6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
  - b. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:
    - a. One (1) electronic copy must be forwarded to the Project Authority and to [p2p.invoices-factures@hc-sc.gc.ca](mailto:p2p.invoices-factures@hc-sc.gc.ca) 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.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

### 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) the Supplementary General Conditions [4009](#) (2022-12-01), Professional services: Medium complexity;
- (c) the general conditions [2010B](#) (2022-12-01) - Professional Services (Medium Complexity);



- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payments; and
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.12 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

Online Accredited Continuous Medical Education Program on Creutzfeldt- Jakob Disease (CJD) for Health Professionals

#### 2. SCOPE

##### 2.1. Introduction

The Prion Diseases Division of the Public Health Agency of Canada (PHAC) requires the services of a contractor with extensive knowledge and experience in developing and offering free online bilingual accredited continuous medical education (CME) programs for health professionals.

##### 2.2. Objectives of the Requirement

The objective of this contract is to promote continuing education in the field of CJD and related prion diseases by offering a 60-minute accredited online CME program for general practitioners, geriatricians, neurologists, palliative care physicians, nurses, and medical students in Canada that will be accessible for a 12-month period. The program's main objectives will be to educate health professionals across the country on prion diseases and on the Creutzfeldt-Jakob Disease Surveillance System (CJDSS). This will promote early referrals of suspected cases of CJD to the CJDSS, and assistance to health professionals in the timely and accurate diagnosis of CJD.

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

Human prion diseases are rare, fatal, degenerative brain disorders. They are provincially reportable and nationally notifiable in Canada. National surveillance for all types of human prion diseases in Canada is conducted by the Canadian CJDSS.

The CJDSS is led by PHAC's Prion Diseases Division within the Centre for Foodborne, Environmental and Zoonotic Infectious Diseases (CFEZID), Infectious Diseases and Vaccination Programs Branch (IDVPB), working in close collaboration with the National Microbiology Laboratory Branch (NMLB). The main purposes of the CJDSS are to better understand the epidemiology of human prion diseases, to improve the options available for their rapid and accurate diagnosis, and ultimately to protect the health of Canadians by reducing risks of prion disease transmission. Following an internationally accepted model for comprehensive surveillance of human prion diseases that is promoted by the World Health Organization, the CJDSS offers support to collaborating health professionals via consultation, laboratory investigations, logistic support, and education. The resulting diagnostic and epidemiologic information assembled is then used to support epidemiological analysis and public health decision-making. The CJDSS is different from other public health surveillance system within PHAC as clinicians work directly with the CJDSS to manage and diagnose the suspected cases of CJD; the CJDSS coordinates case investigations of CJD in collaboration with families and health professionals and other service providers by coordinating centralized delivery of state-of-the art laboratory testing services to assist in diagnosis of CJD (i.e., CJD precaution autopsies, laboratory services and specimen transport). It should be noted that these costly, highly specialized services are unavailable elsewhere in Canada.

The CJDSS was established in 1998. However, in May 2022, the Prion Diseases Division (PDD) was established following PHAC and CJDSS's involvement in the investigation of a cluster of neurological syndrome of unknown cause. Following this investigation, a review by the Office of Audit and Evaluation led to several recommendations, and the approval of a three year funding to enhance and modernize PHAC's CJDSS and to be better prepared for a novel disease threat. One of the eight (8) objectives/outcomes committed to in 2022 as part of this Business Case on CJDSS Modernization is enhanced education on CJD and prion diseases through a focus on knowledge translation/knowledge mobilization actions.

#### 3. REQUIREMENTS



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

#### Phase 1 – Content development

1. The Contractor must work with a lead author (subject matter expert) and a faculty to develop the content. The selection of the lead author and the faculty is to be determined in collaboration with the Public Health Agency of Canada.
2. The Contractor, in collaboration with the selected faculty, must conduct a national needs assessment prior to developing the learning objectives for the program as this step is a requirement for the accreditation process.
3. The Contractor must develop the online learning program based on the learning objectives.
4. The online learning program could include information on the following topics (to be determined by the national needs assessment prior to developing the learning objectives):
  - i. Human prion diseases
  - ii. Animal prion diseases, and risks to humans
  - iii. CJDSS
    - Mandate
    - Process for referring suspected cases
    - Statistics
  - iv. Resources and references
5. The Contractor must ensure the online learning program will be available in both official languages (translation to be done by the Contractor).
6. The program will require approximately one (1) hour for health professionals to complete.
7. The Contractor must work with their medical writer and the selected faculty to determine the best education format. For example, the program could include:
  - i. pre and post tests;
  - ii. short videos;
  - iii. interactive multiple-choice questions and answers;
  - iv. asynchronous discussion forum;
  - v. links to additional resources; and
  - vi. downloadable PDF file.
8. Accreditation (CFPC MainPro +) will be sought during this phase.
  - i. Accreditation of the program will be sought from the College of Family Physicians of Canada (CFPC); and
  - ii. Each participant will receive a certificate at the completion of the online learning program.

#### Phase 2 – Development of program

1. Once the content has been approved, the Contractor will design the appropriate learning journey and eLearning format, hosting on their learning management system.
2. The program to be reviewed by PHAC and the faculty prior to being launched.
3. Translation to French will be the responsibility of the Contractor.
4. Video presentations will include French subtitles/closed captions and PowerPoint slides will be translated.

#### Phase 3 – Launch of full English and French versions of program

1. The full English and French versions of the program should be launched in collaboration with PHAC.
  - i. The Contractor will promote the online program to health professionals including physicians, specialists, nurses, and medical students; and
  - ii. The PHAC will also promote the online learning program through key stakeholders.



2. The program will be available to health professionals for 12 months from the launch date and accessible 24 hours a day, for 365 days to Canadian health professionals (or as determined by the Public Health Agency of Canada).
3. Any change to the content will need to be approved by PHAC.

#### **Phase 4 – Overall Program Evaluation**

1. All course participants will have to complete an evaluation form prior to receiving their certificate of completion. This information should be monitored by the Contractor.
2. An interim summary of evaluations and usage statistics will be reviewed by PHAC and the faculty.
3. A final summary of evaluations and usage statistics will be provided to PHAC and the faculty one year after the launch.
4. Over the course of 12 months, PHAC will receive four (4) activity reports in the format of a PowerPoint slide deck and include:
  - i. Number of participants by province/territory;
  - ii. Participation by specialty;
  - iii. Course evaluation responses;
  - iv. Knowledge retention analysis (pre/post-test data);
  - v. Behavioral change analysis (pre/post survey questions); and
  - vi. Discussion forum responses

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

Drafts of the program will be delivered to the Technical Authority who will provide comments within five (5) business days of receipt.

All deliverables will be provided as an online link or PDF format by email.

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

This work will be performed at the Contractor's facilities.

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

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

#### **3.5. Reporting Requirements**

The Contractor must keep the PHAC Technical Authority and/or the Agency Representative informed of the accomplishments, open issues and upcoming milestones. The Contractor shall hold meetings/teleconferences with the PHAC Technical Authority and/or the Agency Representative as necessary to review and discuss the undertaking and progress of the deliverables as well as to obtain input and direction, as appropriate, regarding the preparation of the deliverables. The final products, drafts, and report must be submitted electronically according to the schedule.

Over the course of 12 months, PHAC will receive four (4) activity reports.

#### **3.6. Project Management Control Procedures**

The Technical Authority shall receive deliverables from the Contractor according to the designated schedule. The Technical Authority, with PHAC support staff, will review all deliverables, make suggestions, and deem the final products to be of an acceptable quality; and shall receive a weekly submission of updates. In addition, the Technical Authority will be available for consultation as required, and will respond to requests for consultation within two (2) business days.



**4. ADDITIONAL INFORMATION**

**4.1. Public Health Agency of Canada Obligations**

- a) Provide access to relevant documents;
- b) Provide access to a staff member who will be available to coordinate activities;
- c) Provide comments on submissions in a timely manner as noted above;
- d) Collaborate in the selection of the lead author; and
- e) Promote the online learning program to health professionals.

**4.2. Contractor's Obligations**

- a) Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work;
- b) The Contractor must coordinate the accrediting organization to provide study credits to participants; and
- c) The Contractor must obtain bio sketches of all authors which will be posted on the online program. These bio sketches will include a disclosure of potential conflicts of interest.

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

The work will be performed at the Contractor's facilities.

**4.4. Language of Work**

The work is to be conducted in English. The online learning program will be available in English and in French.

**5. PROJECT SCHEDULE**

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

The services of the Contractor will be required for a period of approximately sixteen (16) months commencing upon contract award. The expected completion date of this project is the end of spring 2025.

**Milestones:**

<b>1</b>	Phase 1 - Project Initiation / Content Development – August/September 2024
<b>2</b>	Phase 2 - Faculty Kick-off Meeting / Development of Program– September 2024
<b>3</b>	Phase 3 – Final Draft Sign Off / Launch of full English and French Versions of Program – February 2025
<b>4</b>	Phase 4 – Overall Program Evaluation – February 2026

The Contractor must include a schedule and estimated level of effort for the following activities:

- a) Content development (faculty, translation, etc.);
- b) Accreditation;
- c) Web development (graphics and Web design, programming, software configuration, testing);
- d) Launch;
- e) Awareness program;
- f) Hosting;
- g) Reporting; and
- h) Ongoing Web maintenance.

**6. APPLICABLE DOCUMENTS AND GLOSSARY**

**6.1. Applicable Documents**

The online program will be based on background information, guidance, and protocols related to the Canadian Creutzfeldt-Jakob Disease Surveillance System (CCJDS) and documentation available on the Public Health Agency of Canada website at <https://www.canada.ca/en/public-health/services/surveillance/blood-safety-contribution-program/creutzfeldt-jakob-disease.html>

<https://www.canada.ca/en/public-health/services/diseases/prion-diseases.html>





**6.2. Relevant Terms, Acronyms and Glossaries**

CFEZID – Centre for Foodborne, Environmental and Zoonotic Infectious Diseases

CFPC – College of Family Physicians of Canada

CME – Continuing Medical Education

CJD – Creutzfeldt-Jakob Disease

CJDSS – Creutzfeldt-Jakob Disease Surveillance System

IDVPB – Infectious Diseases and Vaccination Programs Branch

NMLB – National Microbiology Laboratory Branch

PHAC – Public Health Agency of Canada





**ANNEX "B"**

**BASIS OF PAYMENT**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1.0 Professional Services – Firm Price – Milestone Payments**

**Initial Contract period – Contract award to 31 March 2026**

Period		All-inclusive Firm Price
<b>Initial Contract period – Contract award to 31 March 2026</b>		
Milestones		
1	Phase 1 - Project Initiation / Content Development – August/September 2024	\$ _____
2	Phase 2 - Faculty Kick-off Meeting / Development of Program– September 2024	\$ _____
3	Phase 3 – Final Draft Sign Off / Launch of full English and French Versions of Program – February 2025	\$ _____
4	Phase 4 – Overall Program Evaluation – February 2026	\$ _____
<b>Sub-Total</b>		\$ _____ (CAN)
<b>Applicable Taxes (HST 13%)</b> Insert the amount, as applicable:		\$ _____ (CAN)
<b>TOTAL (Taxes Included)</b> HST 13%:		\$ _____ (CAN)