

Health Canada and the Public Health Agency of Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

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

Attn: Sayed Elias Abedi

Email: Sayed.abedi@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

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

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|--|---|
| Solicitation No. – N° de l'invitation 1000257740 | Date 2024-07-18 |
| Solicitation Closes at – L'invitation prend fin à 2:00 PM on / le – August 18, 2024 | Time Zone Fuseau horaire Daylight Saving Time |
| F.O.B F.A.B. Plant-Usine: Destination: | Other-Autre: |
| Address Enquiries to: - Adresser tou Name: Sayed Elias Abedi Email: <u>Sayed.abedi@hc-sc.gc.ca</u> | tes questions à : |
| Destination – of Goods, Services, an Destination – des biens, services et o See Herein – Voir ici | |
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (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 <u>2003</u> (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

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

a) Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i)The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

b) Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- 1. That certifications and securities required at bid closing are included.
- 2. That bids are properly signed, that the bidder is properly identified.
- 3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- 4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- 5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Submission of Bids

Bids must be submitted only to sayed.abedi@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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

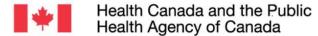
Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with 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 five (8) 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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 Basis of Payments detailed in Annex B.
- **B.** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

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

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

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

| | Mandatory Criteria | Page # | |
|----|---|--------|--|
| M1 | M1 Experience with Webinars or Zoom meetings. | | |
| | The bidder must demonstrate, by way of project examples, that they have at least two (2) years of experience, from the bid closing date, *organizing, *managing and *hosting webinars or Zoom-style meetings for at least 100 participants in both official languages (English & French). | | |
| | * please refer to section 3.1 of the Statement of Work. | | |
| | The bidder must demonstrate this by providing a detailed description of the at least four (4) projects, two (2) per year over the past two (2) years, where they gained their experience: | | |
| | a) The name of the client organization (to whom the services were provided); b) A brief description of the resources role and scope of services provided as it relates to the criteria; c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work); and d) The name and telephone number or e-mail address (or both, if available) of the client Project Authority to whom the Bidder reported. Canada reserves the right to contact client references to validate experience and deliverable quality. Note: only original contract requirements will be considered, amendments will not be considered | | |

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M2

M2 Experience providing live interpretation services

The bidder must demonstrate that they have the capability to provide live interpretation services from English to French language.

The bidder must demonstrate this by providing a link to a webinar OR Zoom meeting video clip. The video clip must be at least two (2) minutes in duration. In addition, the bidder must provide:

- a) The name of the client organization (to whom the services were provided);
- b) The date of the Webinar OR Zoom meeting; and
- c) The name and telephone number or e-mail address (or both, if available) of the client Project Authority to whom the Bidder reported.

Canada reserves the right to contact client references to validate experience and deliverable quality.

Note: only original contract requirements will be considered, amendments will not be considered

М3

M3 Experience with Event Registration and Landing Pages

The bidder must demonstrate, by way of web site addresses, that they have the ability to create and manage an event registration page and a landing page with on-demand video.

*please refer to section 3.1 of the Statement of Work

The bidder must demonstrate this by providing the information below in connection with how they gained their experience:

- a) The name of the client organization (to whom the services were provided);
- b) A brief description of the resources role and scope of services provided as it relates to the criteria;
- c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work):
- d) The name and telephone number or e-mail address (or both, if available) of the client Project Authority to whom the Bidder reported; and
- e) The website address and any details (log in or passwords) needed in order to view the site.

Canada reserves the right to contact client references to validate experience and deliverable quality.

Note: only original contract requirements will be considered, amendments will not be considered

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M4

Experience with Distribution Lists

The bidder must demonstrate, by way of references, that they have managed an email distribution list of over 200+ members, within two (2) years of the bid closing date.

* please refer to section 3.1 of the Statement of Work.

The bidder must demonstrate this by providing the following information:

- a) The name of the client organization (to whom services were provided);
- A brief description of the resources role and scope of services provided as it relates to the criteria;
- c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work) clearly indicating that the work was completed within the recent two years; and
- d) The name and telephone number or e-mail address (or both, if available) of the client Project Authority to whom the Bidder reported.

Canada reserves the right to contact client references to validate experience and deliverable quality.

Note: only original contract requirements will be considered, amendments will not be considered

4.1.1.2 Point Rated Technical Criteria

Bids will be evaluated and scored as specified in the tables inserted below. Each point rated technical criterion should be addressed separately. The overall maximum score is fifteen (15) points for criterion R1 – R3. The indicated minimum score for each criterion must be met in order to pass.

Write beside each of the criteria the relevant page number(s) from your proposal that addresses the requirement identified in the criteria.

Technical Criteria

| Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria. | | | | |
|---|-----------|--|-------------------------------|--|
| Criteria | Page # | Points allocated for the criteria | Minimum points required | Score (for evaluators use only) |
| R1. Experience providing live interpretation services In support of M2, the bidder should provide additional links to Webinar OR Zoom meeting video clips that | | 5 | 3 | |

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| demonstrate live interpretation from English to French language. | | | | |
|--|--|--|---|--|
| Each clip must be from a different Webinar or Zoom meeting and be at least two (2) minutes in length. All cited examples must be within two (2) years from the bid closing date. The example used in M2 can not be reused here. | | | | |
| In addition, the bidder must provide: | | | | |
| a) The name of the client organization (to whom the services were provided); b) The date of the Webinar OR Zoom meeting; and c) The name and telephone number or e-mail address (or both, if available) of the client Project Authority to whom the Bidder reported. | | | | |
| Scoring: one (1) point for each clip, up to a maximum of five (5) points. | | | | |
| Canada reserves the right to contact client references to validate experience and deliverable quality. | | | | |
| Note: only original contract requirements will be considered, amendments will not be considered | | | | |
| D2 Everyiones with Event Devictration and Landing | | | | |
| R2. Experience with Event Registration and Landing Pages | | | | |
| In support of M3 , the bidder should provide additional website addresses to event registration and landing pages with on-demand video. | | | | |
| There must be a minimum of one (1) example of each type of page. Each website must be from a different project. All cited examples must be within two (2) years from the bid closing date. The example used in M3 can not be reused here. | | 5 | 3 | |
| In addition, the bidder must provide: | | , and the second | 3 | |
| The name of the client organization (to whom the services were provided); | | | | |
| A brief description of the resources role and scope of services provided as it relates to the | | | | |
| criteria; c) The dates and duration of the project (indicating the years/months of engagement and the start | | | | |
| and end dates of the work); d) The name and telephone number or e-mail address (or both, if available) of the client | | | | |



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| Project Authority to whom the Bidder reported; and e) The website address and any details (log in or passwords) needed in order to view the site. | | | |
|--|----|---|--|
| Scoring: one (1) point for each example, up to a maximum of five (5) points. | | | |
| Canada reserves the right to contact client references to validate experience and deliverable quality. | | | |
| Note: only original contract requirements will be considered, amendments will not be considered | | | |
| R3. Experience with Distribution Lists | | | |
| In support of M4 , the bidder should provide additional references to demonstrate their ability to manage an email distribution list with over 200+ members. | | | |
| Each reference given must be from a different project and must be within two (2) years from the bid closing date. The example used in M4 can not be reused here. | | | |
| Each reference must include: | | | |
| a) The name of the client organization (to whom services were provided);b) A brief description of the resources role and | | | |
| scope of services provided as it relates to the criteria; c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work) clearly indicating that | 5 | 3 | |
| the work was completed within the recent two years; and d) The name and telephone number or e-mail address (or both, if available) of the client Project Authority to whom the Bidder reported. | | | |
| Scoring: one (1) point for each reference, up to a maximum of five (5) points. | | | |
| Canada reserves the right to contact client references to validate experience and deliverable quality. | | | |
| Note: only original contract requirements will be considered, amendments will not be considered | | | |
| | | | |
| Total Points | 15 | 9 | |

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 each criterion 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 %.
- 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).

| | Basis of Selection - Highes | st Combined Rating Technic | cal Merit (70%) and Price | e (30%) |
|--|-----------------------------|----------------------------|---------------------------|---------------------|
| | 3 • | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score Bid Evaluated Price | | 115/135 | 89/135 | 92/135 |
| | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calaulatiana | Technical Merit Score | 115/135 x 70 = 59.63 | 89/135 x 70 = 46.15 | 92/135 x 70 = 47.70 |
| Calculations | Pricing Score | 45/55 x 30 = 24.55 | 45/50 x 30 = 27.00 | 45/45 x 30 = 30.00 |
| Combined Ratin | <u> </u> | 84.18 | 73.15 | 77.70 |
| Overall Rating | | 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 <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.

5.1.2 Additional Certifications Required with the Bid

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.

5.1.2.1 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 Ineligibility and Suspension Policy (https://www.tpsgc-pwgsc.gc.ca/ci-it/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 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 Certifications - Contract

SACC Manual clause A3015C (2014-06-26) Certifications – Contract



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 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 by an employee or Commissionaire at all times when visiting Government of Canada 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 <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.

6.3.1 General Conditions

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

6.3.2. Supplemental General Conditions

Canada's Ownership of Intellectual Property

4007 (2022-12-01), Canada to own intellectual property rights in Foreground Information apply to and form part of the Contract.

4008 (2008-12-12), Personal Information, 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 Contract Award Date to March 31st, 2028 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sayed Elias Abedi

Title: Procurement and Contracting Officer

Telephone: 343-575-3580

E-mail address: sayed.abedi@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 Page 15 of - de 21



6.5.3

6.6

6.7

6.7.1

6.7.2

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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. |
| Contractor's Representative |
| (Fill in at time of contract award) |
| Contact Name: |
| Title: Telephone: Facsimile: E-mail address: |
| Proactive Disclosure of Contracts with Former Public Servants |
| By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada. |
| Payment |
| Basis of Payment – Firm Price |
| In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex B for a cost of \$ (insert the 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. |
| Method of Payment – Milestone payment |
| H3010C (2016-01-28), Milestone payments – Not subject to holdback, apply to and form part of the contract |
| |

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.



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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 courier service invoices and waybill for shipping costs
- 2. Invoices must be distributed as follows:
 - a. One (1) electronic copy of each invoice must be forwarded to the Project Authority at tamara.anderson@phac-aspc.gc.ca

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 Ontario.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Supplemental General Conditions <u>4007</u> (2022-12-01). Canada to own intellectual property rights in Foreground Information.
- (c) The Supplemental General Conditions <u>4008</u> (2008-12-12), Personal Information, apply to and form part of the Contract.
- (d) the general conditions <u>2010B</u> (2022-12-01) Professional Services (Medium Complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payments; and
- (g) 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".

6.13 Insurance Requirements

SACC Guide G1005C (2016-01-28) Insurance – No Specific Requirement

ANNEX "A"

STATEMENT OF WORK

1. TITLE

ENTERIC OUBREAK SEMINAR SERIES

2. SCOPE

2.1. Introduction

The Outbreak Management Division (OMD) within the Centre for Food-borne, Environmental and Zoonotic Infectious Diseases (CFEZID) at the Pubic Health Agency of Canada (PHAC) is seeking the services of a company that will host live webinars for the Division and provide recording, translation, live interpretation, editing, marketing services, storage for the webinars, as well as the edited webinar recordings in electronic format.

2.2. Objectives of the Requirement

The objectives of the requirement is for the Contractor to complete all tasks as identified in this contract associated with hosting and facilitating up to 4 (four), 60 (sixty) to 90 (ninety) minute long webinars for OMD, including recording, translation, live interpretation, editing, marketing, and storage, within a one year time frame

2.3. Background and Specific Scope of the Requirement

CFEZID-OMD is responsible for coordinating multi-jurisdictional enteric illness outbreaks involving more than one Province or Territory or involving Canada and another country or countries where appropriate. OMD is in frequent communication with partners at the federal and provincial/territorial levels during outbreak investigations and routine information-sharing calls, however there are few opportunities to share context on outbreak investigations with partners who were not directly involved (e.g. provinces not involved in a specific outbreak investigation, local public health inspectors).

Further, during outbreak investigations, CFEZID-OMD often relies on information received from initial followup interviews with enteric illness cases. These interviews are typically conducted by local public health investigators; a group with whom there are few routine opportunities for CFEZID-OMD to connect directly and demonstrate the value of initial interview data.

Hosting the Enteric Outbreak Seminar Series will help CFEZID-OMD to increase awareness of successes and challenges in multi-jurisdictional enteric illness outbreak investigations among public health and food safety partners; communicate and advance knowledge of important enteric disease outbreak information to partners at the federal, provincial/territorial, and local levels; demonstrate and highlight leadership in enteric illness outbreak investigation work in Canada, including aspects of surveillance, response, or ongoing projects; acknowledge important work being done by partners across Canada; and establish informal dialogue among the enteric illness outbreak investigation world by bringing partners together.

3. REQUIREMENTS

3.1. Tasks, Activities, Deliverables and/or Milestones

The Contractor will perform the following tasks, activities, deliverables and/or milestones for each of the 4 (four) webinars. The 4 (four) webinars will be held at varied dates throughout a 1 (one) year period.

- 1. Manage a subscribe/unsubscribe email list;
- 2. Manage an event registration page;
- 3. Send bilingual Save the Dates, Invitations, and Reminder Emails;
- 4. Ensure all virtual platforms, emails, and invitations are branded with graphics/logos provided by OMD;
- 5. Provide and manage a bilingual event landing page/site to house all products associated to the webinars including the edited webinar recordings;
- 6. Upload OMD approved information only to the event landing page;
- 7. Provide a 1 (one) hour technical rehearsal meeting within 3-5 business days prior to the live webinar;
- 8. Host live webinars on Contractor's Zoom platform or another platform approved by OMD;
- 9. Record these webinars;
- Provide live bilingual tech support dedicated to help attendees with login issues, connectivity, and other
 platform related questions by contacting attendees via email, phone, chat or any other means
 necessary;



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- Provide live instantaneous translation during the webinar in French and English, on two separate streams;
- 12. Provide captioning, embedded in both the English and French recorded webinars;
- Provide 2 (two) video recordings (one English and one French) available on-demand on the event landing page,
 (Please note that Tasks 12&13 above will be completed through a seperate contract and are only listed
 - as reference).
- 14. Provide the recorded webinar in a digital format such as an MP4 to the Project Authority; within 1 week of the live webinar completion;
- 15. Send survey questions to participants who attended the webinar as well as ensure the survey is available to anyone viewing the video on-demand via the event landing page after the live webinar;
- 16. Provide survey results and attendee/registration report; within 24-72 hours of the live webinar.
- 17. Train PHAC/OMD staff on virtual platform/landing page if applicable;
- 18. Provide planning/training/review meetings upon request.

CFEZID-OMD will perform the following tasks, activities, deliverable and/or milestones for each of the 4 (four) webinars.

- 1. Provide contact details for the start of the subscribe/unsubscribe email list (only applicable for first webinar):
- 2. Provide all logos and graphics for event landing site and all forms of communication for the webinar;
- 3. Provide messaging for all emails, invitations, reminder emails, and the event landing page;
- 4. Provide all content for the registration email such as webinar description, bios, and head shots in both English and French at least one month prior to the webinar;
- 5. Provide agenda, event schedule, presentations, survey questions, and speaking notes in both English and French at least one week prior to the webinar;
- 6. Provide contact details for all members of the planning committee as well as speakers, in order to coordinate technical rehearsals and have panelists links sent for the technical rehearsal and live webinar:
- 7. Provide a breakdown of the timing of the live webinar;
- 8. Attend all planning, training, and rehearsal meetings provided by the Contractor;
- 9. Ensure speakers have laptops with camera and microphone (headset preferred) and sufficient Internet connectivity to participate in webinar.

3.2. Specifications and Standards

The work will be performed and delivered virtually through a platform provided by the Contractor and any documents for review or submitted reports will be provided in electronic format. The Contractor will provide the Project Authority the opportunity to review and verify/approve the weblink/video recording (i.e. MP4) and the captioning of the webinar prior to it being posted online.

3.3. Technical, Operational and Organizational Environment

The ultimate performance of the Contractor will be measured by their ability to provide sufficient resources to conduct an effective project for the client and to provide all services and deliverables in a timely manner, as set out in this SOW. All work will be completed remotely by the Contractor. The Contractor will utilize zoom or another platform approved by OMD as the main platform and possible other platforms for communication outside of the webinars, including email and telephone. The Contractor will provide technical assistance during the webinars.

The work will be considered complete for each individual webinar when all recordings, translations and captioning are complete, approved, and digital copies received to CFEZID-OMD; and posted to the event landing site in English and French; as well as when the survey results are received to the Project Authority. The timeline for completion would be within 1 week post live webinar.

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.



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4. ADDITIONAL INFORMATION

4.1. Canada's Obligation

Canada will provide to the Contractor:

- 1) Access to a staff member who will be available to coordinate activities
- 2) Provide comments/response to any questions within forty-eight (48) hours
- 3) Provide other assistance or support as necessary

4.2. Contractor's Obligations

 Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.

4.3. Location of Work, Worksite and Delivery Point

The work will be completed by the Contractor in their own office location with their own equipment.

4.4. Language of Work

The main language of work will be English. The Contractor will be providing the resources and completing the work to have all aspects of the webinar also provided in French: live stream; on demand captioning; and video recording.



ANNEX "B"

BASIS OF PAYMENT

Table 1:

| Contract Period: Contract Award to March 31, 2028 | | | | |
|---|--|----------------------------|---------------------------|---|
| Year | Tasks (as specified in the Statement of Work) | Estimated Delivery date | Cost per webinar | Total (CAD dollars, tax excluded) |
| | Webinar 1 | December 2024 | \$ | |
| Year 1 | Webinar 2 | March 2025 | \$ | |
| | Webinar 3 | June 2025 | \$ | |
| | Webinar 4 | September 2025 | \$ | |
| | | | sub-total year 1: | |
| | | | | \$ |
| | Webinar 1 | December 2025 | \$ | |
| Year 2 | Webinar 2 | March 2026 | \$ | |
| | Webinar 3 | June 2026 | \$ | |
| | Webinar 4 | September 2026 | \$ | |
| | | | sub-total year 2: | \$ |
| Year 3 | Webinar 1 | December 2026 | \$ | |
| | Webinar 2 | March 2027 | \$ | |
| | Webinar 3 | June 2027 | \$ | |
| | Webinar 4 | September 2027 | \$ | |
| | | | sub-total year 3: | \$ |
| | Total | Evaluated Price (ye | ear 1 + year 2 + year 3): | \$ |
| | Tax (13% HST): | | | \$ |
| | | | Total: | \$ |

| Total value of Contract is \$ | , plus HST amount of \$ | , for a total of |
|-------------------------------|-------------------------|------------------|
| \$ Canadian dollars. | _ | |