RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

The Public Health Agency of Canada / Agence de la Santé Publique du Canada

Attn: Jeremy Mallon

Email: jeremy.mallon@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

Title – Sujet	1-
Consultations on Blood Safety in Canad	
Solicitation No. – N° de l'invitation 1000248797/A	Date Sept.7, 2023
Solicitation Closes at 2:00PM	Time Zone
L'invitation prend fin à 14h00	Fuseau horaire
on / le : October 17, 2023	EDT
F.O.B F.A.B.	
Plant-Usine: ☐ Destination: ⊠	Other-Autre:
Address Enquiries to: - Adresser tou	tes questions à :
Name: Jeremy Mallon	
Email: jeremy.mallon@hc-sc.gc.ca	
Destination – of Goods, Services, and	d Construction:
Destination – of Goods, Services, and Destination – des biens, services et d	
See Herein – Voir ici	
Delivery required - Livraison exigée	
See Herein – Voir ici	
Vendor/firm Name and address	
Raison sociale et adresse du fournis	seur/de l'entrepreneur
Facsimile No. – N° de télécopieur :	
Telephone No. – N° de téléphone :	
Name and title of person authorized	to sign on behalf of
Vendor/firm Nom et titre de la personne autorisée	à signer au nom du
fournisseur/de l'entrepreneur	a signer au nom du
•	
(type or print)/ (taper ou écrire en car	ractères d'imprimerie)
	<u>-</u>
Signature	Date



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REISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number 1000248797 dated 18 July 2023 with a closing of 31 July 2023 at 14:00 EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and the Security Requirements Checklist.

1.2 Summary

1.2.1 The Public Health Agency of Canada (PHAC) has a requirement for services of a contractor to conduct consultations that will provide recommendations to (PHAC) on its roles, responsibilities, and priorities in the surveillance of the transfusion of blood/blood products and the transplantation of cells, tissues, and organs (CTO) in the current blood safety landscape in Canada.

The period of the Contract is from contract award to August 30 2024. The Contractor should be available to work off-site at their own facilities.

1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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.

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.

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bid must be submitted only to lana.ibrahim@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 <u>Financial Administration Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation</u>
<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u>
<u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to
the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u>
<u>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</u>
<u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan</u>
<u>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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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 supplier 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) Supplier should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separate attachments as follows

Section I: Technical Bid – one electronic copy by email; Section II: Financial Bid – one electronic copy by email; and Section III: Certifications – one electronic copy by email.

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Attachment 1 to Part 3 "Pricing Schedule". The total amount of Applicable Taxes must be shown separately

Section III: Certifications

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



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

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

Initial Contract Period: (Contract Award date to 30 August 2024)				
Deliverable/Task	Item Description	Firm Price	Due date	
1	Lead the aforementioned consultations as detailed under section 3.1 -Sub -section 1).		First three (3) months from contract award	
2	Undertake an internal consultation consultations as detailed under section 3.1 -Sub -section 2).		Six (6) months from contract award	
Undertake an external consultation, as detailed under section 3.1 -Sub -section 3).			Nine (9) months from contract award	
Submit a report as detailed under section 3.1 -Sub -section 4).			On or before contract end date	
Total	Firm Price (taxes excluded)	\$		



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

a) Bid will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.1 Technical Evaluation

4.1.1.2 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 and rated criteria will not be assessed. Each mandatory technical criterion should be addressed separately.

Item#	Mandatory Technical Criteria	Met/Not Met	Page reference in the Bidder's Proposal
M1	The Bidder's resource must have completed at least one (1) national consultation involving multiple provinces and territories within the last seven (7) years as part of a contract for the Federal Government of Canada.		
	To demonstrate this criterion, the Bidder must provide the following information at a minimum for each of the consultation projects:		
	 a) The name of the client organization; b) Description of the consultation or report; c) The contact point for the client name, title, email address and telephone number; and 		
	 d) The start and end dates for the provision of the services. 		
M2	The Bidder's resource must have at least six (6) months experience in conducting a minimum of two (2) projects related to all the following: research, literature or evidence reviews, syntheses and publications related to Canadian healthcare services,		
	To demonstrate this criterion, the Bidder must provide the following information for each of the evaluation projects:		
	a) Provide name and reference to literature and publications completed;b) Provide a copy of the documentation or product;		
	 c) The start and end dates for the services rendered. 		
M3	The Bidder's resource must have a minimum three (3) months in completing one (1) project related to healthcare services operated by governments at provincial, territorial or national levels.		



	To demonstrate this criterion, the Bidder must provide the following information at a minimum for each of the evaluation projects:
	a) Provide a list of tasks completed with Provinces, Territories, Federal Departments and/or Agencies.
	b) The start and end dates for the provision of the services.
M4	The Bidder's resource must have a minimum of one (1) year experience in providing recommendations for best practices, improvements or innovations of healthcare services to the Government of Canada. To demonstrate this criterion, the Bidder must provide
	the following information at a minimum for each of the evaluation projects:
	a) Identify the department/agency this service was provided to; b) Description of the recommendations;
	c) The start and end dates for the provision of the services.

Point Rated Technical Criteria (PPT)
Proposals which fail to meet the overall minimum Rated Requirements will be deemed non-compliant and given no further consideration.

Item#	Criteria	Points Allocated	Page #
R1	The Bidder's resource must have knowledge on roles and authority of Memoranda to Cabinet on Federal departments/agencies mandates.	Max 6 points	
	To demonstrate this criteria: The name and address of the Federal department /agency; The start and completion dates of the project; The Project description 2 points per example, up to a maximum of 6 points		
R2	The Bidder's resource must demonstrate that they have knowledge of the roles and responsibilities of the Provincial/Territorial governments in relation to health care services within the last 5 years. The bidder should provide all of the information for the demonstrated contract including, complete details as to where, when and how through which activities/responsibilities, the stated qualifications/experience were obtained.	Max 6 points	

•	The name and address of the client organization; The Contract number The start and completion dates of the Contract; The Project description; Contact information for a reference person at the client organization: Name, title, email address. The reference person must be, or have been at the time of the project, an employee of the client organization.
2	points per contract, up to a maximum of 6 points

	The Bidder's resource must demonstrate, by providing	Max 6 points	
R3	detailed project descriptions, their experience on	, , , , , , , , , , , , , , , , , , ,	
	projects involving Canadian healthcare services,		
	which may be provided in Canadian hospitals.		
	To demonstrate this criterion, the Bidder must provide		
	the following information at a minimum for each of the		
	projects:		
	The name and address of the client		
	organization;		
	The Contract number		
	The start and completion dates of the Contract;		
	The Project description;		
	Contact information for a reference person at		
	the client organization: Name, title, email address.		
	The reference person must be, or have been at		
	the time of the project, an employee of the client		
	organization. knowledge on roles and authority of Memoranda to		
	Cabinet on Federal departments/agencies mandates.		
	Points Allocation:		
	2 points per project up to a maximum of 6 points for		
	any work that meets the criteria.		
	Minimum: 12 points		
	Maximum: 18 points		
	Total Points Awarded		

4.2 Basis of Selection

Highest Combined Rating of Technical Merit and Price (80%/20%)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria;

- c. obtain the required minimum points specified for each criteria for the technical evaluation, and
- d. obtain the required minimum of 12 points overall for the technical evaluation criteria
 which are subject to point rating.

The rating is performed on a scale of 18 points.

- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.
- 5. To establish the pricing score: each responsive bidder's rate shall be averaged to determine their proposal rate for evaluation purposes which will be prorated against the lowest average rate and the ratio of 43%. The total evaluated rate is calculated as per Attachment 1 to Part 3 section 3.
- 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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Security Requirements – Required Documentation

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time,

the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.2 Additional Certifications Precedent to Contract Award

5.2.2.1 Status and Availability of Resources

A3005T (2010-08-16) Status and Availability of Resources

5.2.2.2 Education and Experience

A3010T (2010-08-16) Education and Experience



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 **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 7 -(a) Resulting Contract Clauses;
- For additional information on security requirements, Bidders should refer to the Contract Security 3. Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Security Requirements

The Contractor personnel requiring access to SECRET information, assets or sensitive work site(s) must EACH hold a valid SECRET level Security Clearance granted or approved by Health Canada/PHAC or the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).

- 2. The Contractor MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s), and the Contractor must ensure its personnel are made aware of and comply with this restriction.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Health Canada/PHAC.

7.2 Statement of Work

The work to be performed is detailed under Annex "A" Statement of Work.

7.3 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.

7.3.1 General Conditions

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

7.3.2 Supplemental General Conditions

<u>4007</u> (2022-12-01), Supplemental General Conditions- Canada to own intellectual property rights in Foreground Information

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from contract award to 30 August 2024.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is: (to be updated at contract award)

Name:

Telephone:

E-mail address:

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

7.5.2 Project Authority

The Project Authority for the Contract is: (to be updated at contract award)

Contact Name: 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.

7.5.3 Contractor's Representative

Contact Name: (to be updated at contract award)

Telephone: Facsimile: E-mail address:

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment Firm Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ (insert the amount at contract award). Customs duties are excluded 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.

7.7.2 Method of Payment

SACC Manual clause <u>H3010C</u> (2016-01-28) - Milestone Payments- Not subject to holdback.

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract.
- 2. Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority and <u>p2p.invoices-factures.sc@hc-sc.gc.ca</u> for certification and payment

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force (to be updated at contract award).

7.11 Priority of Documents

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

- a) the Articles of agreement;
- b) the Supplemental General Conditions 4007 (2022-12-01) -Canada to own intellectual property rights in Foreground Information;
- c) the General Conditions 2035-(2022-12-01) Higher Complexity Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirement Check List; and
- g) the Contractor's bid dated _____(to be updated at contract award)

7.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A" - STATEMENT OF WORK

1. TITLE

Consultations on Blood Safety in Canada

2. SCOPE

2.1. Introduction

The services of a contractor are required to conduct consultations that will provide recommendations to the Public Health Agency of Canada (PHAC) on its roles, responsibilities, and priorities in the surveillance of the transfusion of blood/blood products and the transplantation of cells, tissues, and organs (CTO) in the current blood safety landscape in Canada.

2.2. Objectives

The objective of this Contract is to conduct a series of consultations, both internal and external to determine the following recommendations:

- 1. PHAC's roles, responsibilities, and priorities in monitoring, collecting, and reporting adverse events and errors associated with transfusion and transplantation activities in Canada.
- 2. How to financially best support blood transfusion and CTO transplantation surveillance in Canada.

As a means to answer the questions within the Management Response Action Plans (MRAP), the Centre for Communicable Diseases and Infection Control (CCDIC) within PHAC will work internally with its federal partners, such as Marketed Health Product Directorate and Inspectorate at Health Canada as well as the National Microbiology Laboratory, to define PHAC's roles, responsibilities, and priorities. Once completed, CCDIC will coordinate consultations with external partners associated with blood/blood product transfusions and CTO transplantations.

There will be two separate series of consultations conducted:

- 1. Internal consultations with federal partners related to blood/blood product transfusion and CTO transplantation surveillance, targeted research, and risk assessment/management.
- 2. External consultations with Federal/Provincial/Territorial health authorities, transfusion and transplantation communities and facilities, Non-Government Organizations (NGOs), and blood manufacturers in Canada.

2.3. Background

Blood safety was recognized as a major issue in Canada following the contamination of the Canadian blood supply with the Human Immunodeficiency Virus (HIV) and the Hepatitis C virus in the late 1970s through the 1980s. In November 1997, as part of an inquiry into Canada's blood system (also called the Krever Inquiry), Justice Krever emphasized the importance of public health surveillance for blood safety. The federal government's response included a series of initiatives to support and strengthen the safety of Canada's blood system, including the establishment of the Blood Safety Contribution Program (BSCP), which supports blood safety surveillance in Canada.

The BSCP supports the development and/or enhancement of provincial and territorial systems that monitor adverse events associated with the transfusion of blood/blood products and the transplantation of CTOs. The recipients of BSCP funding include provincial and territorial governments, transfusion and transplantation centres, agencies or groups designated by provincial and territorial Ministries of Health to undertake surveillance for blood/tissue/organ-associated adverse events, and Canadian not-for profit organizations that support transfusion adverse event surveillance activities. Recipients of the funding then transfer information to PHAC. This information is cleansed, analysed and reported at a national-level and is made available to recipients and other

stakeholders of the transfusion and transplantation system. This information is used to identify injury and error trends, to benchmark provincial/territorial adverse events against national-level data, and to make international comparisons. The surveillance information has also contributed to the development of transfusion guidelines and practices.

As the need and use of blood, blood products, and CTOs in transfusion and transplantation activities continue to increase in Canada, there is an elevated risk of adverse events. Monitoring adverse events will allow for quicker reactions in the event of a new or previously unknown blood and CTO safety issue.

PHAC needs to review whether its role is still appropriate in the current pan-Canadian landscape in terms of monitoring adverse events associated with the transfusion of blood and blood products as well as CTO transplantation.

A recent internal evaluation of BSCP made the following recommendations:

Clearly articulate and communicate PHAC's role, responsibilities, and priorities, in collaboration with partners, to:

- a) monitor, collect and report adverse events and errors linked to transfusion and transplantation activities in Canada; and
- b) financially support surveillance systems monitoring adverse events and errors associated with the transfusion of blood, blood products and cell, organ and tissue transplantation in Canada.

CCDIC will ultimately assess whether BSCP activities align with consultation conclusions and propose next steps as appropriate.

3. REQUIREMENTS

3.1. Tasks, Deliverables, and Milestones

The Contractor must:

- 1) Lead the aforementioned consultations by doing the following:
 - a. With support from PHAC, conduct a literature review on international aspects of transfusion and transplantation surveillance, such as partners, funding, governance and publications.
 - b. Undertake an internal consultation.
 - Undertake an external consultation.
 - d. Collate inputs from consultation participants
- 2) Undertake an internal consultation by doing the following:
 - a. Form an internal Federal working group within the health portfolio: (i) identify members;
 (ii) develop Terms of Reference which details the membership, objective,
 responsibilities, and deliverables of the members.
 - b. In collaboration with the newly formed internal Federal working group, review the original policy documents which gave the PHAC mandate to the development of transfusion and transplantation surveillance systems.
 - c. Reviewing the past BSCP evaluation reports.
 - d. Considering the current national and global blood safety landscape.
 - e. Organize and chair regular virtual or in-person meetings with the working group members for the duration of the contract.
 - f. Collate inputs from working group members.

Some key questions may include, but are not limited to:

- a. What is the role of PHAC in blood and CTO surveillance? ministers, departments compared to the role of others, including Provincial/Territorial (P/T) partners and stakeholders;
- b. Is PHAC's blood and CTO surveillance duplicated with MHPD's pharmacovigilance at Health Canada?
- c. If PHAC is to continue managing the transfusion and transplantation surveillance, where to place this program: CCDIC or somewhere else within PHAC?
- d. If the blood and CTO surveillance systems are to be placed outside of PHAC, who/which organization would be?
- 3) Undertake an external consultation, guided by collaboration with a national working group, and guided by learnings from the internal consultation:
 - a. Develop a list of stakeholders consisting of major Canadian transfusion and transplantation players to be interviewed.
 - b. Develop a list of questions for interview.
 - c. Conduct interviews with participants.
 - d. Collate inputs from stakeholders.

Some key questions may include, but are not limited to:

- e. If transfusion and transplantation surveillances are to be placed outside of PHAC, under who/what organization?
- f. What would be PHAC's role?
- g. Who gets to view/use the surveillance data?
- h. Are "Grants and Contribution" the best way to deliver funding to the hosting organization?
- 4) Based on the outcomes of the internal and external consultation, prepare a report that clearly recommends:
 - a. PHAC's roles, responsibilities, and priorities in blood/blood products transfusion and CTO transplantation surveillance in Canada.
 - b. If PHAC continues to have a role in blood/CTO safety surveillance, the optimal method for PHAC to financially support blood and CTO surveillance.
 - If PHAC does not have a leading role, the organization(s) to lead the blood and CTO surveillance.

3.2. Method and Source of Acceptance

The Project Authority will hold regular teleconferences with the Contractor to ensure contact with appropriate stakeholders and adherence to the established work plan and related timelines are being met. The Project Authority will be available by telephone to support planning and maintain liaison with the Contractor.

3.3. Reporting Requirements

The Contractor must submit one (1) electronic copy of the report to PHAC by August 30, 2024.

3.4. Project Management Control Procedures

Throughout the development of the above deliverables, the Project Authority will ensure that the Contractor is on time, within budget, and of an acceptable quality.

4. ADDITIONAL INFORMATION

4.1. Canada's Obligations

PHAC will ensure the following:

1) Provide appropriate support via the Project Authority towards this project.

- 2) Provide guidance for the duration of the contract.
- 3) Be responsible for the storage and retention of information collected through the consultations and house the information indefinitely.
- 4) PHAC will own the copyright of the deliverables of the contract.

4.2. Contractor's Obligations

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

4.3. Location of Work and Delivery

The work will be completed on the premises of the Contractor.

4.4. Language of Work

All documentation will be provided in English.



ANNEX "B" - BASIS OF PAYMENT

A - Contract Period (Form Contract Award date to 30 August 2024)

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

Initial Contract Period: (Contract Award date to 30 August 2024)				
Deliverable/Task	Item Description	Firm Price	Due date	
Lead the aforementioned consultations as detailed under section 3.1 -Sub -section 1).		(Amount to be inserted at contract award)	First three (3) months from contract award	
2	Undertake an internal consultation consultations as detailed under section 3.1 -Sub -section 2).		Six (6) months from contract award	
Undertake an external consultation, as detailed under section 3.1 -Sub -section 3).		(Amount to be inserted at contract award)	Nine (9) months from contract award	
Submit a report as detailed under section 3.1 -Sub -section 4).		(Amount to be inserted at contract award)	On or before contract end date	
Total Firm Price (taxes excluded) \$				

ANNEX "C" -SECURITY REQUIREMENTS CHECK LIST

*	Government of Canada	1000740707	
			Unclassified Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE Originating Government Department or Organization / Branch or Directorate / Direction générale ou Direction PHAC IDPCP/CCDIC Ministère ou organisme gouvernemental d'origine 3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant 4. Brief Description of Work / Brève description du travail Consultations on Blood Safety in Canada. 5. a) Will the supplier require access to Controlled Goods? No Yes X Le fournisseur aura-t-il accès à des marchandises contrôlées? Non Oui 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control No Yes X Non Le Tournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le type d'accès requis 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-its accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? Yes X Non Oui (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) (Preutser le inveat d'acces en unisant le labeau qui se induse à la question i : 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.

Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTEGES et/ou CLASSIFIES n'est pas autorisé. No Yes Х Oui Non c) Is this a commercial courier or delivery requirement with no overnight storage? No Yes Х S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? Non Oui 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès NATO / OTAN Foreign / Étranger Canada 7. b) Release restrictions / Restrictions relatives à la diffusion All NATO countries No release restrictions No release restrictions Aucune restriction relative Tous les pays de l'OTAN Aucune restriction relative à la diffusion à la diffusion Not releasable À ne pas diffuser Restricted to: / Limité à : Restricted to: / Limité à : Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : 7. c) Level of information / Niveau d'information NATO LINGUASSIFIED PROTECTED A PROTECTED A PROTÉGÉ A NATO NON CLASSIFIÉ PROTÉGÉ A PROTECTED B NATO RESTRICTED PROTECTED B PROTÉGÉ B NATO DIFFUSION RESTREINTE PROTÉGÉ B PROTECTED C NATO CONFIDENTIAL PROTECTED C PROTÉGÉ C NATO CONFIDENTIEL PROTÉGÉ C CONFIDENTIAL NATO SECRET CONFIDENTIAL CONFIDENTIEL NATO SECRET CONFIDENTIEL SECRET COSMIC TOP SECRET SECRET х SECRET COSMIC TRÈS SECRET SECRET TOP SECRET TOP SECRET TRÈS SECRET TRÉS SECRET TOP SECRET (SIGINT) TOP SECRET (SIGINT) TRÈS SECRET (SIGNT) TRÈS SECRET (SIGINT)

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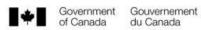


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DART 4					
 Will the sup Le fournisse If Yes, indic 	inued) / PARTIE A (suite) plierrequire access to PROTECTED and/or ur aura-t-il accès à des renseignements ou ate the level of sensitivity: lative, indiguer le niveau de sensibilité:			ASSIFIÉS?	X No Yes Non Oui
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PART B - PER	SONNEL (SUPPLIER) / PARTIE B - PERS				
10. a) Personn	el security screening level required / Niveau	de contrôle de la sécurité	du personnel requis		
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	Special comments: Commentaires spéciaux : The consulta	nt will need to review M	Memorandum to Cabinet a	nd Treasury Board	Submissions
	NOTE: If multiple levels of screening are ide REMARQUE: Si plusieurs niveaux de con				tra fourni
Du pers If Yes, v Dans l'a	creened personnel be used for portions of the onnel sans autorisation securitaire peut-il se rill unscreened personnel be escorted? firmative, le personnel en question sera-t-il	voir confier des parties d escorté?			Non X Yes Non X Yes No X Yes Non X Oui
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occur at Les insta	roduction (manufacture, and/or repair and/or r the supplier's site or premises? illations du fournisseur serviront-elles à la prox ASSIFIÉ?				X No Yes Non Oui
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informat Le fourn	upplier be required to use its IT systems to ele on or data? isseur sera-t il tenu d'utiliser ses propres systè ements ou des données PROTEGES et/ou C	mes informatiques pour tra			X No Yes Non Oui
Dispose	be an electronic link between the supplier's l' ra-t-on d'un lien électronique entre le système ementale?			аделсе	X No Yes Non Oui
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Contract Number / Numéro du contrat 1000248797

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