



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

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

Attn: Drew Johnson
Email: drew.johnson@hc-sc.gc.ca

**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 French/English side-by-side comparison of PHAC STBBI guidance products	
Solicitation No. – N° de l'invitation 1000255990	Date 2024-03-06
Solicitation Closes at – L'invitation prend fin à 2:00 PM on / le – April 5, 2024	Time Zone Fuseau horaire Daylight Saving Time
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à : Name: Drew Johnson Email: drew.johnson@hc-sc.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein – Voir ici	
Delivery required – Livraison exigée See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/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	
<hr/> (type or print)/ (taper ou écrire en caractères d'imprimerie)	
<hr/> Signature	<hr/> Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses.

1.2 Statement of Work

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

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 5.4 of [2003](#) (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to drew.johnson@hc-sc.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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



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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

Section I: Technical Bid

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

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

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

Section II: Financial Bid

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.
- B.** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

Section III: Certifications

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



Section IV: Additional Information

In Section IV of their bid, bidders should provide:

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

3.1.2 Exchange Rate Fluctuation

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



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed per-diem rate (in Can \$) for each of the resource categories identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

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

Period	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
	A	B	C = A x B
Initial Contract period – Contract award to 31 March 2025			
Proposed Resource – (Insert Name)	\$	40 days	\$
Sub-Total Contract initial Contract period		D	\$_____ (CAN)

Period	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
	A	B	C = A x B
Option period 1 – 1 April, 2025 to March 2026			
Proposed Resource– (Insert Name)	\$	40 days	\$
Sub-Total Option period 1		E	\$_____ (CAN)

Period	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
	A	B	C = A x B
Option period 2 – 1 April, 2026 to March 2027			
Proposed Resource– (Insert Name)	\$	40 days	\$
Sub-Total Option period 2		F	\$_____ (CAN)

Period	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
	A	B	C = A x B
Option period 3 – 1 April, 2027 to March 2028			
Proposed Resource– (Insert Name)	\$	40 days	\$_____ (CAN)
Sub-Total Option period 3		G	\$_____ (CAN)



Total Evaluated Price (Applicable Taxes excluded): D + E + F + G	\$ _____ (CAN)
Applicable Taxes (HST, GST, PST) Insert the amount, as applicable:	\$ _____ (CAN)
TOTAL (Taxes Included) GST: HST: PST:	\$ _____ (CAN)

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours.}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



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 technical 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

	Mandatory Criteria	Page #	Met	Not Met
M1	<p>The Bidder must propose one (1) resource to perform the work detailed in Annex A. The Bidder must demonstrate, by providing a copy of the degree, that the proposed resource has obtained a University degree in nursing, medicine, or epidemiology.</p> <p>The degree must be from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service if obtained outside Canada. Academic certification (degree, etc.) must be obtained through a recognized academic institution in the field of expertise. The Bidder must provide the equivalency academic certificate if applicable. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site. [http://www.cicic.ca/2/home.canada]</p>			
M2	<p>The Bidder must demonstrate, by providing copies of three (3) publications in both official languages (English and French) (documents, or URLs), that the proposed resource has experience within the last 7 years working on three publications in French writing, translation work, side by side reviews, and/or copy editing for the research and/or development of public health or clinical care practice guidance.</p>			



4.1.1.2 Point Rated Technical Criteria

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your technical proposal, which address (es) the requirement in the criteria.			
	Point Rated Criteria	Page #	Points Allocated
R1	<p>The Bidder should demonstrate that the proposed resource has been the lead or co-author within the last seven (7) years in public health or clinical care practice guidance on topics related to infectious diseases.</p> <p>To demonstrate this criterion, the Bidder must provide:</p> <ol style="list-style-type: none"> 1. Provide a copy of the guidance worked on. 2. Identify date of completion. 3. Identify organization for which the work was completed. <p>Four (4) examples = 2 points Five (5) examples = 4 points Six (6) or more examples = 6 points</p>		Max 6 points
R2	<p>The Bidder should demonstrate that the proposed resource has been the lead French translator or copy editor within the last seven (7) years in French writing, translation work, side by side reviews, and/or copy editing for the research and/or development of public health or clinical care practice guidance..</p> <p>To demonstrate this criterion, the Bidder must provide:</p> <ol style="list-style-type: none"> 1. Provide a copy of the translation guidance in both official languages. 2. Identify date of completion. 3. Identify organization for which the work was completed. <p>Four (4) examples = 2 points Five (5) examples = 4 points Six (6) or more examples = 6 points</p>		Max 6 points
R3	<p>The Bidder should demonstrate the proposed resource has experience within the last seven (7) years providing public health or clinical care for the prevention and management of infectious diseases.</p> <p>To demonstrate this criterion, the Bidder must outline:</p> <ol style="list-style-type: none"> 1. When, where and how they obtained their public health or clinical care experience. 2. Identify the organization(s) for which they obtained this experience. <p>Years of Experience: One (1) year = 1 points Between one (1) and three (3) years = 2 points More than three (3) years = 3 points</p>		Max 3 points



R4	<p>The Bidder should demonstrate the proposed resource has experience within the last five (5) years working with provincial, territorial or federal governments.</p> <p>To demonstrate this criterion, the bidder should:</p> <ol style="list-style-type: none"> 1. Name and description of the project 2. Identify their role 3. Identify the government agency with which they collaborated. 4. Date when this experience was obtained. <p>Years of Experience: One (1) year = 1 points Between one (1) and three (3) years = 2 points More than three (3) years = 3 points</p>		Max 3 points
R5	<p>The Bidder should demonstrate the proposed resource has experience working on activities related to sexually transmitted and blood borne infections (STBBI), such as the delivery of STBBI care or the research/development of STBBI guidance products.</p> <p>To demonstrate this criterion, the bidder should:</p> <ol style="list-style-type: none"> 1. Name and description of the project or activity 2. Identify their role 3. Date when this experience was obtained. <p>No experience = 0 points Under 2 years = 1 points 2 to 5 years = 2 points 5+ years = 3 points</p>		Max 3 points
Minimum score of 11 required			
Total points:			/21

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 of 11 points overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %..
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



- 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 - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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



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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.3.3 Certifications – Contract

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



PART 6 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award

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

6.1 Security Requirements

Unscreened contractors must be escorted:

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

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 Supplemental General Conditions

[4009](#) (2022-12-01), Professional services: Medium complexity apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional 1-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the



Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Drew Johnson
Title: Team Leader

Telephone: 613-941-2102
E-mail address: drew.johnson@hc-sc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

(Fill in at time of contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

6.5.3 Contractor's Representative

(Fill in at time of contract award)

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



6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment – Firm Per Diem Rates

The Contractor will be paid firm per-diem rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Name of Proposed Resource	Firm Per-Diem Rate*
	\$

Total Estimated Cost: (Fill in at time of contract award)

*Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked × applicable firm per diem rate) ÷ 7.5 hours.

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- iii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (Fill in at time of contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



6.7.3 Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.8 Invoicing Instructions

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

Each invoice must be supported by:

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4009](#) (2022-12-01), Professional services: Medium complexity;
- (c) the general conditions [2010B](#) (2022-12-01) - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payments; and
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable)*).

6.12 Dispute Resolution



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



ANNEX "A"

STATEMENT OF WORK

1. TITLE

French/English side-by-side comparison of PHAC STBBI guidance products

2. SCOPE

2.1. Introduction

The Public Health Agency of Canada's (PHAC) Sexually Transmitted and Blood-Borne Infections Guidance for Health Professionals (STBBI-GHP) section develops clinical and public health guidance for the screening and diagnosis of STBBI, and the treatment of sexually transmitted infections (STI). These guidance products are developed in collaboration with the National Advisory Committee on STBBI (NAC-STBBI).

STBBI continue to pose a significant public health threat to Canadians. The STBBI-GHP and the NAC-STBBI develop guidance for the prevention and management of STBBI for healthcare providers, particularly nurses and physicians, provincial/territorial STBBI programs, local public health units, academic and other research institutions.

2.2. Objectives of the Requirement

The STBBI-GHP section of the Infectious Disease and Vaccine Program Branch of PHAC requires a Contractor on an "as required" basis to undertake the French/English side by side comparison of highly technical public health guidance documents and accompanying materials.

2.3. Background and Specific Scope of the Requirement

The NAC-STBBI, develops statements outlining the evidence and considerations used to inform the development of STBBI guidance recommendations. These documents are highly technical summarizing evidence published in reputable medical journals and detailing approaches to providing care and performing medical procedure (e.g., sample collection, treatment). Documents are prepared in English and translated to French for publication to the Government of Canada's website. The Contractor will be expected to perform a quality check of the French translation to ensure the terminology and phrasing are consistent with those used by provincial and territorial governments such as Quebec. The Contractor will also be required to ensure that terminology and document structure are consistent across the different guidance products.

Due to the highly technical nature of the documents provided, the Contractor must have clinical knowledge of the subject matter and previous experience providing side-by-side comparison of clinical practice and public health guidelines.

All documents received as part of this contract are confidential and can not be shared until they've been made publicly available on Canada.ca.

3. REQUIREMENTS

3.1. Tasks, Activities, Deliverables and/or Milestones

The PHAC Project Authority (PA) will identify by email a requirement for services and will provide the document(s) for the Contractor to undertake. The Contractor must respond by email within two (2) business days their availability to undertake the work, provide an estimate of the level of effort involved, identify the timeline (within four weeks) for when the work will be completed and highlight any questions they might have with regard to the requirement.

Once the PHAC PA identifies that they are in agreement and want to proceed, the Contractor must:

a) Review and modify the documents where required to ensure:



- i. Appropriate French terminology is used throughout the document;
- ii. Consistent terminology is used across the different documents (statements and knowledge mobilization products);
- iii. Consistency of message between the French and English documents; and
- iv. Proper spelling and grammar is used.

b) Revise and add additional text, as required, or translate the document into either French or English depending upon which language is used in the original document;

c) Identify any questions or issues during the completion of a) and b) above, to the PA in order to reconcile any discrepancies; and

d) Return the completed work to the PA by email within the agreed upon timeline.

Note: The Contractor must make all edits to the documents using Microsoft Office's track change function for the Word documents and the comments function for PowerPoint presentations.

3.2. Specifications and Standards

The Contractor's work must meet the same standards as the existing Statements and information found at <https://www.canada.ca/en/public-health/services/infectious-diseases/sexual-health-sexually-transmitted-infections/canadian-guidelines.html>.

All materials shared with the Contractor are considered confidential. The Contractor must not disclose the content of the work until the documents are made publicly available on canada.ca.

The Contractor must provide the PA with all deliverables electronically in the appropriate Microsoft Office format (i.e., Word, PowerPoint).

3.3. Technical, Operational and Organizational Environment

Documents will be exchanged via email. Documents must be developed or revised using Microsoft Office software.

3.4. Method and Source of Acceptance

The Project Authority (PA) 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, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

3.5. Project Management Control Procedures

The PA will meet virtually or by telephone with the Contractor over the course of the Contract and will outline any deficiencies that need to be addressed. It is expected that deficiencies will be dealt within the prescribed timelines and that any remediation measures are to the satisfaction of the PA.

4. ADDITIONAL INFORMATION

4.1. Canada's Obligations

PHAC will:

- a) Provide translated and source documents;
- b) Provide French and English versions of already developed products for reference;
- c) Respond to questions within two (2) business days; and
- d) Be available for teleconferences as required.

4.2. Contractor's Obligations

- a) Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work;



- b) Must respond to the initial request within two (2) business days; and
- c) Must ensure timelines are met.

4.3. Location of Work, Work site and Delivery Point

The Contractor must use their equipment to complete the work and the location of work will be the Contractor's site.

4.4. Language of Work

The languages of work will be French and English.

5. PROJECT SCHEDULE

5.1. Contract Period and Estimated Level of Effort

Estimated quality review will be required for up to three (3) committee statements per year. These statements are long technical documents often exceeding 50 pages (including references and appendices). Additional documents, such as journal manuscripts and factsheets, may also be required.

6. APPLICABLE DOCUMENTS AND GLOSSARY

6.1. Applicable Documents

Examples of existing STBBI guidance products can be found at: <https://www.canada.ca/en/public-health/services/infectious-diseases/sexual-health-sexually-transmitted-infections/canadian-guidelines.html>



ANNEX "B"

BASIS OF PAYMENTS

(Fill in at time of contract award)

Initial Contract period – Contract award to 31 March 2025

Proposed Resource / category	Per Diem
	\$

Option period 1 – 1 April, 2025 to March 2026

Proposed Resource / category	Per Diem
	\$

Option period 2 – 1 April, 2026 to March 2027

Proposed Resource / category	Per Diem
	\$

Option period 3 – 1 April, 2027 to March 2028

Proposed Resource / category	Per Diem
	\$

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours.}$$

All proposed personnel must be available to work outside normal office hours during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.