



# REQUEST FOR PROPOSALS (RFP)

**Subject: The Senate of Canada is seeking proposals from qualified Employee Assistance Program (EAP) providers for the provision of professional counselling services**

For further details, please refer to the Statement of Requirement attached as **Annex A** of this document.

<b>Issue Date:</b> March 3, 2014	<b>Closing Date and Time:</b> March 19, 2014 at 11:00 AM Eastern Standard Time	<b>RFP No:</b> SEN-035 13-14
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## SENATE INFORMATION

**Delivery address:**  
The Senate of Canada  
Finance and Procurement Directorate  
40 Elgin Street, 11<sup>th</sup> Floor, Room 1134  
Ottawa, ON K1A 0A4  
Attn: Jean Millette

**PLEASE MARK ALL CORRESPONDANCE AND ENVELOPES WITH THE RFP NUMBER INDICATED ABOVE.**

**ELECTRONIC BIDS WILL NOT BE ACCEPTED.**

<b>Contact:</b> Jean Millette Contracting Officer	<b>Telephone no:</b> 613-947-1932 <b>E-mail:</b> jean.millette@sen.parl.gc.ca
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## BIDDER SIGNATURE BLOCK

The Bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document, the goods or services listed herein and on any attachment at the price(s) set out therefore.

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a joint venture.

Name of Firm:			
Name of Representative:			
Authorized Signature:		Date:	
Position Title:			
Email Address:			
Telephone Number:		Fax Number:	
GST Registration or Business Number:			

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into six 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: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include (A) the Statement of Requirement, (B) the Basis of Payment, and (C) Services to Region.

### **2. Summary**

#### **Single Contract**

The Senate of Canada (Senate) is seeking to establish a contract for the provision of professional counselling services (Employee Assistance Program), as defined in Annex A, Statement of Requirement, from May 1, 2014 to April 30, 2017.

### **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 5 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Prelude

- I. The Senate of Canada invites the submission of proposals for the provision of goods or services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposals (RFP).
- II. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
- III. Should there be any discrepancies between the English & French document, the English version of the RFP will take precedence over the French RFP.

### 2. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFP.
- II. Failure to sign the cover page will result in the disqualification of the proposal.

### 3. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

### 4. Cost Related to the Preparation of Proposal

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFP.

### 5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a) the name of each member of the joint venture;
  - b) the Procurement Business Number of each member of the joint venture;
  - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

## 6. Inquiries and Communications

- I. The contact person for all inquiries and other communications in regard to this RFP is stated on the cover page of this document. Any communication or inquiries must be directed ONLY to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Bidder's proposal. Answers to all questions shall be communicated in writing via Buy and Sell.
- II. It is the responsibility of the Bidder to ensure that proposals are clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications.
- III. All enquiries regarding this RFP must be received by e-mail at: [jean.millette@sen.parl.gc.ca](mailto:jean.millette@sen.parl.gc.ca) or by fax at 613-947-1943 by the Contract Authority noted below, at least five (5) working days before the closing date.
- IV. To ensure the equality of information among bidders, answers to enquiries which are relevant to the quality of proposals will be forwarded to all invited bidders simultaneously, via Buy and Sell, without revealing the sources of the inquiry.

## 7. Provision of False or Incorrect Information

- I. The Senate of Canada will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

## 8. Delayed Bids

- I. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to The Senate of Canada are:
- a. a CPC cancellation date stamp; or
  - b. a CPC Priority Courier bill of lading; or
  - c. a CPC Xpresspost label

that clearly indicates that the bid was mailed before the bid closing date.

- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by the Senate.
- III. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

## 9. Price Justification

- I. In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the Senate of Canada's request, one or more of the following price justification:
  - a. a current published price list indicating the percentage discount available to the Senate; or
  - b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
  - c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
  - d. price or rate certifications; or
  - e. any other supporting documentation as requested by the Senate.

## 10. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the Bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 11. Funding Approvals

- I. Bidders should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

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## 12. Applicable Laws

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copies)

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

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

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

Bidders must quote the RFP number, as part of the address information on the mailing label, bill of lading, or be visible on the outside of the mailing package.

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

- I. 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.
- II. 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**

- I. Bidders must submit their financial bid, in Canadian funds, in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

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

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- III. The following is the proposed format for the Bidder's Technical Proposal. It is mandatory that the information listed in the proposed index be included in the Bidder's Technical Proposal and that it **must** appear on the **first** page of the bid.

Description	Page no.
<b><u>Mandatory Requirements:</u></b>	
Bidder's Index	
2.1 M1 Ability to provide services across Canada	
2.1 M2 Professional counsellors qualifications	
2.1 M3 Intake services counsellors qualifications	
2.2 M4 For the last five years the Bidder must have been providing national Employee Assistance Programs similar in scope and complexity as stated in this RFP	
2.1 M5 Bidders must assign a permanent, qualified and bilingual coordinator as the main point of contact for all matters related to the Senate's EAP	
2.1 M6 Bidders must have the ability to provide the services in person within close proximity to Parliament Hill	
2.1 M7 Bidders must carry full liability insurance of a minimum of \$2,000,000.00	
2.1 M8 The National toll free number must be staffed on a 24 hours a day, seven days per week, 365 days per year	
2.1 M9 The Bidder's staff, sub-contractors and affiliates must be trained and fully attuned to multicultural issues	
2.1 M10 The Bidder must ensure complete client confidentiality	

Description	Page no.
2.1 M11 The Bidder must be certified by the Council on Accreditation – EAP accreditation.	
2.1 M12 The Bidder must provide samples of all existing promotional material	
2.1 M13 The Bidder must be able to provide male or female counsellors	
2.1 M14 Training	
2.1 M15 Reporting capabilities and requirements	
<b><u>Rated Criteria</u></b>	
3.1 R1 Environmental Initiatives	
<b><u>Financial Proposal</u></b>	
Annex B - Basis of Payment	
<b><u>Bidder's Detailed Proposal</u></b>	
Executive Summary	

## 2. Mandatory Criteria

- I. Bidders must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with mandatory requirements. Documentation must be provided in support of claims of compliance to mandatory criteria.
- III. Ensure that the page and paragraph number in the Bidders' Technical Proposal is indicated in the column entitled "Page no." for all information included.
- IV. **Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.**
- V. For bids presented as joint ventures, Bidders must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated for individually for EACH of the parties of the joint venture, not cumulatively.
- VI. Bidders MUST meet all the mandatory requirements of the RFP. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

Criteria	Met / Not Met
<b>M1: Ability to provide services across Canada</b>  The Bidder must demonstrate their ability to provide the services across Canada as identified in this document.	

<p>The bidder's description must at a minimum identify the following:</p> <p>a) The Bidder must presently have regional offices in major centers across Canada. Bidder must submit proof that includes addresses and phone numbers of each office with their proposal. They must also include Annex C with their response.</p> <p>b) The Bidder must demonstrate their ability provide a national team of certified professional counselors. The Bidder must have direct and priority access through a network of established satellite offices or affiliates for additional resources on a National scope. It must include a complement of health care professionals, social workers, addiction specialists, trauma response team, and other recognized professionals</p> <p>c)The Bidder must provide proof of a contingency plan demonstrating the bidder's ability to continue to provide adequate coverage in the event of a pandemic. The pandemic plan should include at a minimum the following:</p> <ul style="list-style-type: none"> <li>▪ the name of the team or individual responsible for the implementation of the pandemic plan as well as their back-up</li> <li>▪ the list of services deemed essential and how these will be maintained</li> <li>▪ the process to be used to make this information available to Senate employees.</li> </ul>	
<p><b>M2: Professional Counsellors qualifications</b></p> <p>The Bidder must demonstrate that the proposed professional counsellors providing counselling services identified in the Statement of Work are qualified:</p> <p>a) A degree in Social Work, Psychology or related fields with a minimum of 3 years' experience providing EAP or related clinical counselling services within the last 10 years from the date of the Bidder's proposal.</p> <p>b) The contractor and all affiliates must clearly demonstrate that they can provide professional counselling services in both English and French.</p>	
<p><b>M3: Intake Services Counsellors qualifications.</b></p> <p>The Bidder MUST demonstrate that the Intake Services Counsellors have a Bachelor's degree or diploma in Social Work, Psychology or related fields, with a minimum of 1 year experience in EAP or related intake work. The Senate will accept and recognize any foreign educational credentials as long as they are considered acceptable by at least one of the following: a Canadian educational institution, the International Credential Assessment Service of Canada (or similar and equivalent organization) or an equivalency assessment process done by the provincially regulated professional association of which the professional counsellor is a current member.</p>	

<p><b>M4: For the last five years the Bidder must have been providing National Employee Assistance Programs similar in scope and complexity as stated in this RFP.</b></p> <p>a) Please attach, to the Bidders' proposal, a list of organizations (minimum of 50) of present or past corporate clients. Provide details describing the history of the work relationship outlining the type and scope of services provided.</p> <p>b) Contact names and telephone numbers for 5 current public sector clients. The Senate reserves the right to contact any organization listed in the Bidders response for purposes of obtaining further information on services provided</p>	
<p><b>M5: Bidders must assign a permanent, qualified and bilingual coordinator as the main point of contact for all matters related to the Senate's EAP.</b></p> <p>This individual must have at least 2 years of experience in this type of role. Please include the name, address, phone number and qualifications of this individual with your proposal.</p>	
<p><b>M6: Bidders must have the ability to provide the services in person within close proximity to Parliament Hill.</b></p> <p>Please attach with your proposal the description of facilities and staff assigned to this location.</p>	
<p><b>M7: Bidders must carry full liability insurance of a minimum of \$2,000,000.</b></p> <p>The contractor shall indemnify and save harmless The Senate of Canada from and against any and all claims, actions, suits, damages, losses, costs and expenses which they may at any time incur or suffer as a result of or arising out of injury of any kind which may be or be alleged to be caused by or suffered as a result of the carrying out of the Program or any part thereof by the Contractor, its agents or employees. Please attach proof of insurance with your proposal and provide a confirmation of agreement to the above statement in your proposal.</p>	
<p><b>M8: A National toll free number must be staffed on a 24 hours a day, seven days per week, 365 days per year basis with live professionals and include a TDD, TTY, ATS service for the hearing impaired. This line must not be a message center. Please attach with your proposal, details of this toll free line.</b></p> <p>a) The Bidder must demonstrate their ability to provide a 24-hour toll-free number, 365 days per year for crisis intervention counselling in English &amp; French, by providing in their proposal their current toll-free number. Website references are not acceptable.</p> <p>b) The Bidder must demonstrate their ability to provide text telephone access (TTY) for persons with hearing disabilities by providing in their proposal their current TTY number. Senate employees with hearing disabilities must be able to access</p>	

<p>counselling services via text telephone (TTY) in languages as stated in English and French. The use of a relay operator is not acceptable for TTY counselling. Bids offering that option will be considered non-compliant.</p>	
<p><b>M9: The Bidder's staff, sub-contractors and affiliates must be trained and fully attuned to multicultural issues.</b></p> <p>Please provide details with your proposal.</p>	
<p><b>M10: The Bidder must ensure complete client confidentiality. The Bidder MUST provide detailed description of the following:</b></p> <p>(a) controls in place to monitor and supervise staff; complaint resolution mechanisms and procedures in place;</p> <p>(b) follow-up procedure process; statistical data gathering and report systems and reports, including client satisfaction data; and</p> <p>(c) please include with your proposal details in regard to practices and procedures that ensure client confidentiality regarding records, appointments, release of information, file-keeping procedures, including safeguarding of client files, etc.</p>	
<p><b>M11: The Bidder must be certified by the Council on Accreditation – EAP accreditation.</b></p> <p>Please attach proof.</p>	
<p><b>M12: The Bidder must provide with its Proposal samples of all existing promotional material that it intends to use in order to promote the availability of the EAP services (i.e. pamphlet, bilingual wallet size EAP cards, poster, telephone sticker, refrigerator magnet, newsletter etc.). The promotional material must be provided in both official languages. The samples must be satisfactory in order to pass this criterion.</b></p>	
<p><b>M13: The Bidder must be able to provide male or female counsellors as requested by the client.</b></p>	
<p><b>M14: Training</b></p> <p>The Bidder must provide a table of available training (orientation /wellness/educational sessions) covering a full spectrum of EAP issues that the contractor can deliver, as described in – “Promotion, Information and Educational Sessions” of the Tasks/Deliverable in the Statement of Work with the following columns:</p> <p>(a) Training Title;</p> <p>(b) Language of course;</p> <p>(c) Duration;</p> <p>(d) Location; and</p> <p>(e) Objective.</p>	

**M15: Reporting capabilities and requirements:**

The Bidder must be able to submit reports as per the requirements within this proposal. Please provide sample reports currently available and a description of additional adhoc reports that the Bidder can supply.

**3. Rated Evaluation Criteria**

- I. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP will be disqualified.
- II. Bidders must include all information relating to the criteria in the Bidder's Technical Proposal. All information contained within the Bidder's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder's Technical Proposal must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria. A Bidder's Technical Proposal is incomplete without a Bidder's index. Failure to clearly indicate the location of information in the Technical Proposal may result in the disqualification of the proposal. A proposed Bidder's index has been included in Part 4 of this document.
- IV. Each Evaluation Criteria is scored on an identified points system that is then multiplied by the Weight Factor indicated, as applicable.

The rated evaluation criteria is:

**R1 Environmental Initiatives:**

The Bidder must demonstrate the environmental initiatives it has implemented as part of everyday business operations.

<b>R1 Environmental Initiatives</b>	<b>Score</b>	<b>Maximum Points</b>
0 Points: No description provided OR the description provided does not demonstrate that the Bidder has implemented a corporate environmental initiative.		
1 Point: The description does not clearly demonstrate that the Bidder has implemented a corporate environmental initiative. Clarification required.		
2 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to ONE of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling, or other similar initiatives.		
3 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to TWO of the following: use of energy-efficient lighting, participation in a recycling program,		

<p>promotion of car-pooling, or other similar initiatives.</p> <p>4 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. AND the description demonstrates that the Bidder holds a third-party certification such as ISO 14001, EcoLogo, EnergyStart, Green Seal, Energyguide, or other verifiable certification. To obtain maximum points, a copy of the certification <u>must</u> accompany the bid.</p>		/4
Total Score for Environmental Initiatives		/4

#### 4. Bidders Cost Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. **Pricing must be submitted in a separate document clearly labelled “Cost Proposal” along with the Bidders company name. No financial information may appear in the technical proposal.**

#### 5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, GST or HST excluded FOB destination, Canadian customs duties and excise taxes included.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex B, Basis of Payment.

#### 6. Basis of Selection

##### Lowest Evaluated Price, mandatory requirements only

##### A. Lowest Evaluated Price

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory technical evaluation criteria;
2. Bids not meeting (a) or (b) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

##### One Contract to be awarded

The responsive bid with the lowest evaluated price will be recommended for award of a contract. In case of a tie, the rated evaluation criteria Environmental Initiatives will be considered.

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## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. The Senate of Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to the Senate of Canada is subject to verification by the Senate during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required With Bid**

#### **1.1 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 the Senate of Canada's representatives and at the time specified in the bid solicitation or agreed to with the Senate'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 the Senate. 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.

#### **1.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Appropriate Law

I. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 2. Interpretation

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part.
- II. "The Contract" includes the agreement, these general terms and conditions and any supplementary conditions, specifications, labour conditions, schedules and any other documents referred to in the agreement as constituting the contract.
- III. "Supplementary Conditions" means any other general conditions forming part of the contract.
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered.
- V. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.

### 3. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

### 4. Period of the Contract

- I. The Work is to be performed during the period of May 1, 2014 to April 30, 2017.

### 5. Security Accreditation Check

- I. The Contractor, in accordance with the Senate's security requirements, will be responsible for a Senate security clearance check which must be conducted on all outside service providers who will carry on business in the Senate. The contractor is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access.
- II. Prior to award of contract, the Contractor must contact the Senate Protective Service at 613-995-6357 or submit the completed form(s) to:

Senate of Canada  
Protective Services, Operations and Planning Officer  
214 – 56 Sparks Street  
Ottawa, Ontario K1A 0A4  
Fax number: 613-943-0032

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## 6. Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean Millette

Title: Contracting Authority

Directorate: Finance and Procurement

Address: Chambers Building, 40 Elgin Street, Room 1134, Ottawa, ON K1A 0A4

Telephone: 613-947-1932

Facsimile: 613-947-1943

E-mail address: [jean.millette@sen.parl.gc.ca](mailto:jean.millette@sen.parl.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.

## 7. Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

## 8. Contractor's Representative (To complete with bid)

Primary Contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Secondary Contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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**9. Time is of the Essence**

- I. Time is of the essence in this contract. It is essential that the Work be performed within or at the time stated in the Contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

**10. Indemnity Against Claims**

- I. Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of;
  - any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof ; and
  - any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

**11. Right to Inspection**

- I. The Senate of Canada reserves the right of access to any records resulting from this contract.

**12. Termination of Agreement**

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.
- II. The Senate of Canada may immediately terminate the agreement if it is determined that the work, services or goods provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The Senate of Canada may terminate the agreement upon a thirty (30) day written notice if it is determined that the services or goods provided by the Contractor, either in whole or in part are no longer required.
- IV. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.
- V. Either party may terminate this agreement upon ninety (90) days written notice.

**13. Warranties**

The Contractor warrants that:

- I. The Contractor is competent to perform the Work required as per the terms and conditions of the Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide, as per the terms and conditions of the Contract, a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;

- III. The Contractor has complete authority to enter into this Contract;
- IV. The Contractor warrants all work and services performed or goods delivered for a period of no less than 12 months from the completion of services or date of delivery.

#### **14. Records to be Kept by the Contractor**

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services or delivery of goods.

#### **15. Confidentiality**

- I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Contractor or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

#### **16. Rules and Regulations**

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments

#### **17. Miscellaneous Restrictions**

- I. Under no circumstances shall the Contractor use any stationery with a Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Contractor or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the *Senate Administrative Rules*) of the end user or of someone in a similar position who has influence over the scope of work.

**18. Performance**

- I. The Contractor shall report the performance under this agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

**19. Subcontracts**

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate of Canada than the conditions of the Contract.
- III. Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

**20. Replacement of Specific Individuals**

- I. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a) the name, qualifications and experience of the proposed replacement; and
  - b) proof that the proposed replacement has the required security clearance granted by the Senate of Canada, if applicable.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

**21. Amendment to the Agreement**

- I. No person other than the Manager of Purchasing and Contracting or his designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

**22. Ownership of Intellectual and Other Property Including Copyrights**

- I. Documents and information ("work") produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

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**23. Conflict of Interest**

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

**24. Discrimination and Harassment in the Workplace**

- I. The Contractor acknowledges the responsibility of the Senate of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Senate Policy on Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available upon request.
- II. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with the Senate of Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

**25. Health and Safety**

- I. The Contractors, retained through the Finance and Procurement Directorate, will be advised of their Occupational Health and Safety duties and responsibilities while working in the Senate workplace. The Contractor will be responsible for taking corrective action as warranted in cases of breach of those duties and responsibilities, as advised by the Director of Finance and Procurement, Senate of Canada, or the Contracting Officer.

**26. Basis of Payment**

The Contractor will be paid in accordance with the Basis of Payment in Annex B.

**26.1 Firm Lot Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$\_\_\_\_\_. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The Senate of 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.

**26.2 Monthly Payment**

For the Work detailed in section five (5) of the Statement of Requirement, Annex A:

Payments shall be made not more frequently than once a month, upon submission of an invoice to the satisfaction and acceptance of the Project Authority specified herein.

Payment by the Senate of Canada for the work shall be made in accordance with the Basis of Payment specified herein:

- thirty (30) days following the date on which all of the work has been delivered at the location(s) specified in the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed; or
- within thirty (30) days following the date on which an invoice and substantiating documentation is received according to the terms of the Contract;

whichever is later.

If the Senate has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, the Senate shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Senate requires. Failure by the Senate to act within (15) days will only result in the date specified in the preceding paragraph of the clause to apply for the sole purpose of calculating interest on overdue accounts.

## 27. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the Individuals/corporation's account. Please send an e-mail to request a direct deposit form at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca).

## 28. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes, with the exception of QST (as applicable)
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

## 29. Invoicing Instructions

- I. An itemized invoice certified by the Contractor shall be forwarded to:

**The Senate of Canada  
Finance and Procurement Directorate  
Parliament Buildings  
Ottawa, Ontario  
K1A 0A4**

**or by e-mail at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca)**

- II. Payment by the Senate to the Contractor for work, or goods, shall be made:

- In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;

- In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later;
- If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

III. Progress payments are interim payments only. The Senate of Canada may conduct an audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to the Senate of Canada.

### **30. Interest on Overdue Accounts**

For the purpose of this section:

- I. An amount is “due and payable” when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. “Date of payment” means 30 days from the date of receipt of the invoice at the Senate.
- IV. The “Bank Rate” shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

### **31. Advertisement**

- I. The Contractor shall not without prior written consent from the Senate, advertise or publicize any work performed or goods provided to the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from Senate source files.

### **32. Entire Agreement**

- I. This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

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### 33. 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) Annex A, Statement of Requirement;
- (c) Annex B, Basis of Payment;
- (d) Annex C, Services to Regions
- (e) the Contractor's bid dated TBD

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## ANNEX A

### STATEMENT OF REQUIREMENT

#### 1. Introduction

1.1 The Senate of Canada is seeking proposals from qualified Employee Assistance Program (EAP) providers. The EAP required includes the provision of professional counseling services as described in this RFP for the following:

- ✓ Senators (Qty. 105 approx.)
- ✓ Senator's employees (Qty. 222 approx.)
- ✓ Senate employees (Qty. 444 approx.)
- ✓ Immediate family members for all of the above

The total amount of clients may vary up to 10% during the life of the resulting contract.

For the purpose of clarification, the term "Immediate Family Members " means:

- ✓ Spouse (or common-law spouse resident with the Senator or Senate Employee)
- ✓ Dependent children including children of legal or common law spouse
- ✓ Parents, including step parents or foster parents; or
- ✓ Any other relative permanently residing in the Senators' or employees' household or with whom the Senator or employee permanently resides.

#### 2. Background

2.1 The Senate of Canada has been providing access to an Employee Assistance Program since August 1990. These services are presently offered through a professional EAP provider. The present agreement for the provision of the EAP will expire on April 30, 2014. Therefore, in accordance with Senate policy, a competitive process is required in order to provide to qualified suppliers an opportunity for equal and fair access to Senate business and to ascertain that the Senate is getting value for money.

#### 3. Objective

3.1 The main objective of the EAP is to promote the health and safety of Senators, employees, and their immediate family members at home and in the workplace. The services required to achieve these objectives are described in clause 5. "Scope".

#### 4. Term

4.1 The terms of this agreement come into effect on the day that the contract is awarded until April 30, 2017.

## 5. Scope

5.1 The selected Contractor must provide Senators, Senate employees and their immediate family members with comprehensive, confidential and bilingual (English and French) EAP services. These services must be available in the National Capital Region in close proximity to Parliament Hill and nationally. All services must be accessible on an as needed and immediate basis.

5.2 Services required as part of the EAP include counseling and advisory services and program administration. The following list describes some of the mandatory requirements that the Contractor must provide for each of the above services:

### 5.2.1. Counseling Services

The counseling services that the Contractor will provide will include the following elements:

- ✓ Assessment
- ✓ Professional Consultation and Advisory Services
- ✓ Direct Counseling; and
- ✓ Case Management

Each one of these elements will include the following services:

#### Assessment (Intake Services Counsellors)

- i- The Contractor shall provide a fully staffed, seven (7) days per week, 24 hours per day, toll free assistance telephone service. Professional, bilingual attendants that are capable of immediately providing users with full assessment services must staff this telephone service. The telephone service must not be simply an answering service. Telephone services must be accessible from all regions across Canada and must provide users with immediate and effective assistance. This service must include a TDD, TYY ATS service for all hearing impaired.
- ii- The Contractor must provide users with immediate problem assessments, as may be required, in both official languages. The assessment may be provided both by telephone and or in person. In person assessments shall be available at the convenience of the users at the Contractors/ affiliates across Canada.

#### Direct Counseling

- i- The selected Contractor shall provide users with direct counseling, in both official languages, by qualified professionals on issues listed (but not limited to) below. It is expected that in most cases, counseling is usually complete within ten (10) hours per occurrence. However, the Contractor will provide counseling in excess of ten (10) hours when necessary at no additional cost to the Senate of Canada or the user. The Contractor shall provide services on but not limited to the following issues:

- **Trauma Response Services.**

The Contractor shall provide on a when and where required basis on site group trauma response services for workplace traumas such as death, job loss, robberies,

kidnapping, terrorist acts, suicides, assaults, etc. These services must include both on-site intervention and follow ups as may be required. Therefore, the selected Contractor must possess the capabilities to provide immediate on-site group meeting for debriefing purposes with the affected employees, to discuss the long term and short term reactions to such incidents, coping mechanism and individual counseling and follow-ups as may be required.

- **Legal Information and Advice Services**

The selected supplier must provide users with toll free 24 hour, 7 days per week, (must include TDD, TYY, ATS services for the hearing impaired) access to a qualified lawyer who will provide legal advice concerning civil, criminal and family law. This professional may if necessary, make referrals to another lawyer across Canada.

**Direct Counseling (continuation)**

- Eldercare Information and Advice Services
- Childcare Information and Advice Services
- Financial Concerns
- Addictions
- Stress and Anxiety Reactions
- Workplace re-entry
- Marital and Family Issues
- Depression
- Separation and Bereavement Difficulties
- Career, Vocational and Work Related Problems
- Relocation Concerns
- Spiritual Concerns
- Pre-retirement Life Style Adjustments
- Psychological Assessments
- Interpersonal Concerns
- Cultural Concerns
- Conflict Resolution
- Isolation
- Burnout

**Telephone Crisis Counseling**

The Contractor shall provide immediate telephone crisis counseling to Senators, Senate employees and their immediate family on a 7 days per week 24 hours per day basis. The telephone crisis number must be toll free and must include TDD, TYY, ATS services for the hearing impaired. If necessary, the Contractor must provide immediate liaison with family, community resources and health professionals to ensure that the crisis is resolved and that the users' needs are met.

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## **Professional Consultation and Advisory Services**

Professional EAP consultation services for managers and union representatives that are meant to assist the managers in helping employees deal with personal or work-related issues that may be affecting their work performance and well-being.

### **5.2.2 Case Management**

The selected Contractor shall provide case management services to Senators, Senate employees and their immediate family when long term assistance, specialized skills or referrals to community resources or health professionals are required. These services may be required due to complex multi-problem situations that may involve addictions and work related problems. The selected Contractor will:

- assist the user in developing personal goals
- identify and assist in choosing appropriate community resources or health professionals (these referrals will be qualified and of high quality at no cost or very little cost to the user)
- provide the user with service options and if financial consideration is an issue, to seek financial assistance from the Senate on behalf of and with explicit permission of the Senators, Senate employees and their immediate family
- provide on-going support and follow-up
- advocate on the user's behalf
- coordinate multiple services
- maintain clinical responsibility to resolution
- facilitate, assist and provide problem solving to ensure that the personal goals are met.

In addition to the above, the selected supplier shall ensure that all cases as described above are followed-up for a minimum of three months and that in cases of addictions for a minimum of one year.

### **5.2.3 Program Administration**

The selected supplier will be fully responsible to manage and promote the EAP effectively and efficiently.

#### **i- Program Management**

Program Management refers to the requirement for the selected Contractor to manage its resources to ensure that the needs of the Senate and users are fully satisfied. This will include as a minimum the following:

- planning, designing and evaluating the program
- training key Senate personnel as may be required
- promoting the EAP to all Senators, Senate employees and their immediate family
- monitoring and coordinating the delivery of client services
- consulting with the Senate's EAP coordinator and other internal groups as may be required
- administering the EAP

- collecting statistics and providing the Senate's EAP coordinator with reports on a monthly, quarterly and annual basis
- participating in EAP meetings as may be required by the Senate.

ii- **Program Promotion**

The selected Contractor will be fully responsible to promote the EAP program actively and positively to ensure that EAP services are used by those in need. The promotional activities will be designed to ensure that a high level of awareness and understanding of the EAP is acquired and that the image of the EAP is positive, approachable and helpful. As a minimum the promotional program will include the following activities:

- **Pamphlets.** These pamphlets will be fully bilingual and will introduce all users to the EAP and will include what services are available and how they can be accessed (with phone numbers and web site addresses). The Contractor will provide the Senate Coordinator with the quantities of pamphlets required for distribution.
- **Bilingual wallet size EAP cards.** These EAP cards will contain the toll free telephone number to access EAP services. Quantities to be provided by the Contractor shall be as required for Senate distribution.
- **Posters.** Posters appropriate for work setting to be provided by the Contractor in quantities specified by the Senate's EAP Coordinator.
- **Telephone Stickers.**
- **Newsletters and follow-up pamphlets.** These are to be produced by the EAP Contractor in conjunction with the Senate's EAP Coordinator and will focus on specific areas of interest such as (but not limited to):
  - Stress management
  - Alcohol and drug misuse
  - Pre-retirement planning
  - Work and family responsibilities
  - Separations and divorces
  - Smoking cessation
  - Childcare
  - Burnout, etc.
- **Orientation Sessions.** The selected Contractor shall provide on-site orientation sessions as may be required by the Senate, at no further costs to the Senate of Canada. These sessions will introduce participants to the EAP and its services. Sessions will be fully bilingual, will accommodate up to 20 participants and will be on average one hour each in duration.
- **Seminars.** During the term of the contract, the selected Contractor shall provide, as a minimum, one on-site seminar on a quarterly basis, at no further costs to the

Senate of Canada. The Senate's EAP coordinator will advise the Contractor of the seminar required. The selection will be based on the following list (but not limited to) of EAP related topics:

- Understanding addictions
- Stress Management
- Smoking cessation
- Career and retirement planning
- Balancing job and family responsibilities
- Employment equity
- Conflict resolution
- Harassment at the workplace
- Coping with loss
- Coping with trauma
- Health and nutrition
- Parenting
- Workplace changes
- Effective communication
- Eldercare
- Exercise and health
- Living with isolation
- Self motivation
- Planning for early retirement
- Relaxation techniques
- Problem resolution
- Team building

- **Training.** The selected Contractor shall be responsible, at no further costs to the Senate of Canada, to provide training to Senate key personnel (EAP Coordinator, Managers, etc.). The purpose of these workshops will be to:

- Explain the program its purpose and benefits
- To define the role of key personnel in the delivery of the program
- To facilitate and provide understanding to participants on how to obtain assistance when appropriate
- How to use the EAP on a consulting basis
- Understand voluntary referrals, peer referrals, management and union assisted referrals

**All training and seminar contents must be fully bilingual and must be pre-approved by the Senate's EAP Coordinator prior to delivery.**

#### 5.2.4 Reporting Requirements

Quarterly and annual reports must be submitted electronically or via hard copy to the EAP Coordinator.

The required reports are:

- Program Evaluation and Statistical Reporting which include: number of cases (quarterly and year-to-date), organizational distribution, types of issues, consulting services provided.

- Program Satisfaction Surveys (while observing the program principles of confidentiality and anonymity).

## **6. Counseling Services**

- I Intake and counseling services must be provided in both official languages and if requested by the user, by a professional in the gender of the users' choice.
- II All intake personnel must be fully trained to deal with all personal crises and must have immediate access to health professionals or community resources.

## **7. Emergency Situations**

- I Users requiring services on an emergency basis must receive same day services. All other individuals not in a crisis situation must be seen by an appropriate counselor within 48 hours from the time that the user makes a request.

## **8. Appointments**

- I The selected Contractor must provide when necessary, weekend, evening and home appointments to meet the users' requirements. No additional costs to the Senate or user shall apply for such services.
- II The selected Contractor must ensure that counseling facilities are available on a National scope with reasonable travel distance from the user's location.
- III The selected Contractor must ensure a one-on-one meeting with the employee within two (2) business days of the initial contact.

**Annex B**

**Basis of Payment**

**1. Bidders Cost Proposal**

I Pricing must be submitted in a separate sealed package clearly labelled “Cost Proposal” along with the Bidders company name. No financial information may appear in the technical proposal.

II Pricing must include all requirements as set forth in the RFP.

III. Provide pricing for all work, goods and services in the columns below. Provide the unit cost and the total cost for each item of goods or services. The total cost should be the requirement forecast multiplied by the proposed unit cost.

A full cost breakdown must accompany the Bidders proposal as a separate section. This cost should be based and capped on a utilization rate at 11% based on 750 employees and should include the following elements:

- For EAP services: firm all-inclusive monthly rates, excluding GST/HST, for all eligible employees of the Senate. Proposed initial contract period: May 1, 2014 to April 30, 2017.
- For Information/Training Sessions over and above those stipulated in the contract, provide firm all-inclusive hourly rates, FOB destination. See section 1.4 below.

1.1 ANNUAL PROPOSED COST PER FAMILY	1.2 TOTAL PROPOSED ANNUAL COST FOR 750 USERS (1.1x 750)	1.3 TOTAL PROPOSED COST PER YEAR
Year 1 \$	Year 1 \$	Year 1 \$
Year 2 \$	Year 2 \$	Year 2 \$
Year 3 \$	Year 3 \$	Year 3 \$
		<b>Total Year 1 to 3: \$ _____</b>

1.4 \$ \_\_\_\_\_: hourly rate for additional Information and Training Sessions

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**Annex C**
**Services to Regions**

Please indicate how you would provide services to Senate employees in the following areas:

<b>Region</b>	<b>Satellite office or main branch</b> (please provide address and indicate the qualification of personnel members)	<b>Affiliate</b> (please provide the name of the company, address and indicate the qualification of personnel members)	<b>Sub-Contractor</b> (please provide the name sub-contractor (or company) , the address and indicate the qualification of personnel members)	<b>Phone service only</b> (please provide toll free number)	<b>Other</b> (please describe)
National Capital Region  (most employees are based in NCR)					
Toronto, Ontario					
Regina, Saskatchewan					
Kamloops, British Columbia					
Winnipeg, Manitoba					
Montreal, Quebec					

Edmonton, Alberta					
Fredericton, New Brunswick					