

## RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des sousmissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 301 Bishop Drive | 301 promenade Bishop Fredericton, NB E3C 2M6

Email - courriel: <u>DFOtenders-soumissionsMPO@dfo-</u>

mpo.gc.ca

#### REQUEST FOR PROPOSAL

#### **DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ciannexée, au(x) prix indiqué(s).

Comments: - Commentaries:

**Title – Sujet**Student Counselling Services for the

Canadian Coast Guard College

Date

7 November 2017

Solicitation No. - Nº de l'invitation

F5211-170337

Client Reference No. - No. de référence du client

F7003-17E133

Solicitation Closes - L'invitation prend fin

At /à: 1400 AST (Atlantic Standard Time)/ HNA (heure normale de

l'Atlantique)

On / le: 23 November 2017

F.O.B. – F.A.B GST – TPS

Destination See herein — Voir ciinclus Duty - Droits

See herein — Voir ci-inclus

Destination of Goods and Services – Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to -

Adresser toute demande de renseignements à

Vicki McEwan - Contracting Authority

Email - courriel:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Delivery Required – Livraison exigée

See herein — Voir ci-inclus

Delivery Offered – Livraison proposée

Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:

Telephone No. - No. de téléphone

Facsimile No. - No. de télécopieur

Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)

Signature

Date

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#### **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

#### 1.2 Statement of Work

The Work to be performed is detailed in Annex A.

# 1.3 Debriefings

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

#### 1.4 Canadian Content

This procurement is limited to Canadian services.

The Bidder certifies that:

a. the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

#### 1.5 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

The <u>2003</u> (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 - Integrity Provisions - Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 - Procurement Business Number - of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

## 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit 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 to DFO will not be accepted. The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

#### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

# 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the goods and/or services are to be rendered.

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.

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

## 3.1 Bid Preparation Instructions

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

**Section I:** Technical Bid (one soft copy in PDF format)

**Section II:** Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Section IV: Additional Information (one soft copy in PDF format)

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

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

a) use a numbering system that corresponds to the bid solicitation.

## Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

# Section IV: Additional Information

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

See Annex C

#### 4.1.1.2 Rated Technical Criteria

See Annex C

#### 4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

#### 4.2 Basis of Selection

## Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 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 30(thirty) points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 60 (sixty).

- 2. Bids not meeting (a)(b)(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 the technical merit and price, respectively. The total available points equals 60 and the lowest evaluated price is \$250.00 per day (250).

Basis of	Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
Bidder 1			Bidder 2	Bidder 3	
Overall Technical Score		45/60	55/60	60/60	
Bid Evaluated	l Price	\$250.00	\$300.00	\$450.00	
Calculations	Technical Merit Score	45/60 x 70=52.5	55/60 x 70 = 64.17	60/60 x 70 = 70	
	Pricing Score	250/250 x 30 = 25	250/300 x 30 = 25	250/450 x 30 = 16.67	
Combined Rating		77.5	89.17	86.67	

Rounded to decimal points, rounded up after 2<sup>nd</sup> decimal place.

#### **PART 5 - CERTIFICATIONS**

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 Precedent to Contract Award and Certifications Required with the Bid

#### 5.1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

# 5.1.1.1 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 (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from <a href="Employment and Social Development Canada">Employment and Social Development Canada</a> (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.

#### 5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

# 5.1.2.1 Contractor's Representative

	•	
Name:		
Title:		
Address:		
Telephone:		
Facsimile:		
E-mail:		

The Contractor's Representative for the Contract is:

# **5.1.2.2 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

uns	ontractor.
a)	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
b)	The status of the contractor (individual, unincorporated business, corporation or partnership:
c)	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
d)	For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
The followin	g certification signed by the contractor or an authorized officer:
"I certify that complete"	I have examined the information provided above and that it is correct and
	Signature
	Print Name of Signatory

## 5.1.2.3 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 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 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 abov	e definitions	, is the Bidde	r a FPS in	receipt of a	pension?
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Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPS 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: 2012-2 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 (	)	
a) name b) cond c) date d) amou e) rate o f) period g) numb a work f  For all o	e of former publitions of the lunof termination of ump sunof pay on which of lump sum poer and amounforce adjustme	lic serva np sum of emplo n payme n lump s payment t (profes nt progra	ant; payme payment; ent; um pay includ esional am.	
	ble Taxes.	1 O WIIC	recen	red a fulfip sum payment is \$0,000, including
Signatu	re			Print Name of Signatory
5.1.2	2.4 Status	s and A	vailabi	lity of Resources
	solicitation, ev Work as required solicitation or a control, the Bidder bid, the Bidder experience. The the substitution proposed replayereasons will be	ery indiversed by Cagreed to der is under is und	ridual parada o with inable opose or must ovide to Fortle ered at leave.	uld it be awarded a contract as a result of the bid proposed in its bid will be available to perform the its representatives and at the time specified in the bid Canada's representatives. If for reasons beyond its to provide the services of an individual named in its a substitute with similar qualifications and advise the Contracting Authority of the reason for he name, qualifications and experience of the ne purposes of this clause, only the following beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or for default.
	the Bidder cer his/her service résumé to Car Authority, prov permission giv	tifies thates in related and a. The ride a with the tento the control of the cont	it it has ition to ie Bidd ritten co e Bidde	ny individual who is not an employee of the Bidder, is the permission from that individual to propose the Work to be performed and to submit his/her er must, upon request from the Contracting onfirmation, signed by the individual, of the er and of his/her availability. Failure to comply with bid being declared non-responsive.
	Signature			Print Name of Signatory

# 5.1.2.5 Education and Experience

to education, achievements, experience	id, particularly the information pertaining and work history, has been verified by thermore, the Bidder warrants that every e requirement is capable of performing
Signature	Print Name of Signatory

#### 5.2 Certifications - Bid

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

#### **PART 6 - RESULTING CONTRACT CLAUSES**

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

#### 6.1 **Security Requirements**

There is no security requirement applicable to the 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-andquidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

#### 6.3.1 **General Conditions**

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 - Integrity Provisions - Contract of F5211-170337 referenced above is amended as follows:

Delete section 31 in its entirety.

#### **Term of Contract** 6.4

#### 6.4.1 Period of the Contract

The period of the Contract is from contract award to 31 March 2018 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 3 (three) additional 1 (one) year periods 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 15 (fifteen) 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: Vicki McEwan

Title: Team Lead, Contracting
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services

Address: 301 Bishop Dr

Fredericton, NB E3C 2M6

Telephone: 506 452-4065

E-mail address: vicki.mcewan@dfo-mpo.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: (to be filled in at 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 (to be filled in at contract award)

Name: Title: Organization: Address:	
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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

## 6.7 Payment

#### 6.7.1 Basis of Payment

- 6.7.1.1 The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are \_\_\_\_\_ included and Applicable Taxes are extra.
- 6.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

#### 6.7.2 Limitation of Price

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

# 6.7.3 Method of Payment – Monthly Payment

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

- 6.8.1 Payments will be made provided that:
  - **6.8.1.1** The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below. Invoices must be submitted monthly.

Email: <u>DFO.invoicing-facturation.MPO@canada.ca</u>

# **6.8.1.2** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

- **6.8.1.3** Each invoice must be supported by:
  - a. A list of services provided and quantity.
- 6.8.1.4 Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown in 6.8.1 of the Contract for certification and payment.
  - b. A copy sent to Elena Robertson elena.robertson@dfo-mpo.gc.ca

#### 6.9 Certifications

#### 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 **the province or territory where the goods and/or services are to be rendered**.

# 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 general conditions,2003 (2015-09-03) General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work:
- (d) Annex B, Basis of Payment;
- (e) 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))

# 6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award

resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

# 6.13 Insurance G1005C (2008-05-12)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### ANNEX A - STATEMENT OF WORK

Title: Student Counselling Services for the Canadian Coast Guard College

# 1.0 Scope

#### 1. 1 Student Counselling Service

The Canadian Coast Guard College, "the College", requires timely, confidential, mobile, bilingual, mental health counselling and support services delivered to its student population in the Officer Cadet and the Marine Communications Traffic Services (MCTS) Abinitio training programs. The College has approximately 300students, ranging from ages 17 and upward.

#### 1.2 Introduction

It is recognized that a students' performance and ability to be at their best while studying may be adversely impacted by personal and school related issues such as anxiety, family/personal relationship difficulties, stress and depression. These challenges significantly impede a learning institution to successfully graduate students, retain them through the term of their program and, more specifically for the College, reach its goal to produce quality officers who are ready to continue a successful career within its organization.

# 1.3 Objectives of the Requirement

The Contractor will ensure the Canadian Coast Guard College student population has access to immediate confidential, bilingual, mobile mental health counselling and support services, with no wait times. This service will include 24 hour emergency access for all students. These services will be customized to specifically address the needs of the student population, regardless of what stage of the training program each student is in. In other words, this contract must ensure services are available whether the student is currently training at sea, off-campus or at the College facilities, in the student's official language of choice.

# 1.4 Background, Assumptions and Specific Scope of the Requirement

The Officer Cadet Training Program is unique and follows an intense forty-five month outline with both classroom and at-sea training components. Officer Cadets often spend long periods of time during the at-sea training components in very remote locations. Officer Cadets who successfully complete the program earn a Bachelor of Technology in Nautical Sciences from Cape Breton University. They also receive a Diploma from the College with examination exemptions up to Master Mariner and 1<sup>st</sup> Class Engineering certificates. Finally, they graduate with a Transport Canada Certificate of Competency in either Engineering or Navigation. As part of the certification requirements from Transport Canada, Transport Canada Regulations specify that if a learner misses more than 10% of course time, they are not eligible to write exams.

The MCTS Abinitio Training Program is unique in that, unlike other Government-offered training programs, the abinitios' student body are not Federal Government employees. As such, abinitios are not covered under the agreement and services provided through the Employee Assistance Program. In most academic institutions, students can receive health benefits and access to on-site student counselling services in support of their academic and mental health needs. The College does not offer such services nor benefits programs to support them on campus or within the local community.

As a designated bilingual institution under the Official Languages Act, services for staff, students and the general public must be accessible in both official languages (English and French). The provision of bilingual mental health counselling and support services is not currently available in the geographic area. Currently in the College's geographic location, the Cape Breton Regional Municipality and surrounding

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area, bilingual or French language mental health services are not accessible. Additionally, English services are not immediate. The wait times for access to local mental health professionals are on average 6-8 months.

In recent years, several Officer Cadets and Abinitios have left their programs due to medical issues. In many cases, the College's capacity to provide bilingual mental health care services could have prevented these departures. The inaccessibility of services and the impact it has on an Officer Cadet's or Abinitio's academic and employment status has been career altering.

This Contractor must offer confidential 24 hour mobile mental health care services in both official languages. In other words, the Contractor must have the capacity to serve any geographic region in Canada at any given time of the day or night in both English and French. As many of the student locations could be quite remote, the contractor must indicate how they will be accessible by providing a plan. As this generation of students all have cellular phones, a mobile application that can be downloaded to a student's cellular telephone and/or through teleconferencing services where cellular services are not available is also a requirement. This accessibility would eliminate barriers to mental health services by ensuring greater privacy, eliminating travel needs and eliminating the need to navigate the traditional complex mental health care system. It must also allow the College to track, in a confidential manner, the ongoing and clinical progress of clients, monitor progress, and make recommendations based on precise data collected to enhance the support network and services to the College student body.

# 2.0 Requirements

#### 2.1 Activities, Deliverables and Milestones – Requirements Table

ACTIVITIES	DELIVERABLES/ MILESTONES	PAYMENT
		SCHEDULE
Client Training	<ul> <li>The Contractor will provide client training and/or user documentation to all users</li> <li>A training report will be provided to the Project Authority weekly (including NIL reports for each week</li> </ul>	·
	when the provision of training was not required)	
Customized Services	<ul> <li>The mobile application and teleconferencing services will be available to clients for support 24/7</li> <li>The Contractor will provide technical support to ensure successful use of the mobile application</li> <li>The Contractor will produce a bilingual quarterly bimonthly newsletter and publications with references to services</li> <li>The Contractor will provide desktop Video counselling services to support mental health needs of students</li> </ul>	Monthly
Continuous Assessment	<ul> <li>The Contractor will prepare regular reports that outline and summarize services on a bi-monthly basis, and that will identify trends and offer recommendations to support the needs of the student population</li> </ul>	Monthly
Other Requested Services	<ul> <li>The Contractor will provide (upon request) other services, including but not limited to fact-finding activities, investigative services, mediation services and other specialized services</li> </ul>	As and when required

# 2.2 Specifications and Standards

All counselling services will be made available via mobile application, desktop video conferencing and teleconferencing solutions. In person requirements will be negotiated on a case by case basis.

# 2.3 Technical, Operational and Organizational Environment

The Contractor will be responsible for all technical requirements.

## 2.4 Method and Source of Acceptance

The services rendered under this contract are subject to monitoring and reporting requirements which must be submitted as per the Requirements Table. The Project Authority has the right to require amendments if deliverables are not satisfactory before authorizing payments.

# 2.5 Reporting Requirements

All reports shall be submitted to the Project Authority.

The Contractor will submit a monthly invoice the last Friday of each month to initiate payment.

The Contractor will provide the Project Authority with a weekly training report on a weekly basis, including NIL reports when training is not delivered. These reports will include a copy of the participant lists for any orientation and training sessions delivered.

The Contractor will provide monthly summary assessment and recommendation reports based on the data collected and trends seen from the provision of services. These reports will outline and summarize the services provided throughout the course of that particular month and will provide information and data to ascertain if the scope of work is meeting the ongoing needs of the College.

# 2.6 Project Management Control Procedures

The Project Authority will ensure the contract is brought in on time, on budget and of an acceptable quality. In consultation with the College's Management Board, the Project Authority will monitor all reports provided by the Contractor and will review and evaluate the reports on a regular basis.

# 2.7 Change Management Procedures

All changes to the scope of work will be agreed to, in writing, by both parties and formalized by way of a Contract Amendment issued by the Contracting Authority.

# 2.8 Ownership of Intellectual Property

The Contractor owns the intellectual property associated with the applications developed for the provision of services to the College.

#### 3.0 Other Terms and Conditions of the SOW

# 3.1 Canadian Coast Guard Support

The Canadian Coast Guard, through the College's Management Board, will appoint a Project Authority to oversee the Contract. The Project Authority will be responsible for:

- ensuring the availability of staff with whom the Contractor may need to consult;
- providing access to any documents or information which may affect Contract service delivery;
- providing comments on draft reports within five working days of receipt;
- scheduling teleconferences with the Contractor to discuss work as required;

- providing applicable documentation within five working days; and
- providing other assistance and support as required.

# 3.2 Contractor's Obligations

The contractor will be responsible for:

- maintaining open communications with the College's appointed Project Authority;
- keeping all documents and proprietary information confidential;
- meeting all tasks and deliverables as outlined in the Statement of Work;
- returning all Government-owned materials upon completion of the contract;
- submitting all written reports in hard copy and electronic form;
- attending meetings and/or participating in teleconferences with the Canadian Coast Guard College Management Board and/or Project Authority as required;
- conducting and maintaining all documentation in a secure area;
- providing greater access for the students who traditionally or otherwise are resistant to therapeutic services;
- facilitating access to immediate specialized therapy for students without the need to travel for long distance, or miss training and course work;
- weekly status reports must be produced and provided to the Project Authority on usage, requirements and areas of concern:
- monthly training reports must be produced and provided to the Project Authority on training accessed and delivered;
- bilingual quarterly newsletter promoting mental health and wellness topics and marketing the counselling services must be produced and made available to all students;
- bilingual investigation services, on an as and when required basis, must be provided for the College investigations may be required for harassment, violence in the workplace, mental health, suicide;
- bilingual mediation services, on an as and when required basis, to the College;
- providing a flexible mobile application with a dashboard that allows for service modifications and access parameters based on recommendations from the Canadian Coast Guard College; and
- providing confidential and customizable reports and analytics in real time to the Project Authority.

#### 3.3 Location of Work, Work site and Delivery Point

There will be no space requirement provided by the College for this contract. All work will be completed off-site through appointments or virtual presence. When and if work is completed on-site, the Project Manager will work with College staff to achieve space requirements. Any on-site work will be delivered on a short-term, case by case basis, and coordinated by the Project Manager.

#### 3.4 Language of Work

The language of work must be in both English and French at the Advanced Level.

LANGUAGE PROFICIENCY GRID				
	Oral	Comprehension	Written	
Basic	A person speaking at this level can:         ask and answer simple questions;         give simple instructions; and         give uncomplicated directions relating to routine work situations.	A person reading at this level can:     • fully understand very simple texts;     • grasp the main idea of texts about familiar topics; and     • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can:  • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.	
Intermediate	A person speaking at this level can:  • sustain a conversation on concrete topics; report on actions taken;  • give straightforward instructions to employees; and  • provide factual descriptions and explanations.	A person reading at this level can:     grasp the main idea of most work-related texts;     identify specific details; and     distinguish main from subsidiary ideas.	A person writing at this level can:  • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.	
Advanced	A person speaking at this level can: • support opinions; and understand and express hypothetical and conditional ideas	A person reading at this level can:     understand most complex details, inferences and fine points of meaning; and     have a good comprehension of specialized or less familiar material.	A person writing at this level can:     Write texts where ideas are developed and presented in a coherent manner.	

# 3.5 Security Requirements

There are no security requirements for this Contact. The Contractor, when and if on CCG property, will be escorted and accompanied by CCG security screened personnel. As professionals in the medical and counselling fields the requirements for their professions bind them to very strict patient confidentiality rules.

#### 3.6 Insurance Requirements

All counsellors, medical practitioners and psychologists must be licensed and registered with their governing bodies and proof of said enrolment and related insurances should be provided to the contractor and must be made available to the Project Manager upon request.

Only counsellors who are certified by Canadian Counselling and Psychotherapy Association are permitted to provide the counselling and mental health support services under this contract. Administrative and reporting tasks for the Contractor are excluded for this requirement.

# 3.7 Travel and Living

Canada will not pay travel or living expenses incurred during the performance of this contract unless negotiated and approved as part of College requested "Other Services" and/or "Training".

# 4.0 Required Resources or Types of Roles to be Performed

The Contractor will provide a mobile application, video counselling, and desktop and telephone communication options for the delivery of services to all students regardless of the student location. The Contractor will ensure immediate service provision in both official languages, not through the services of a translator. The Contractor will be responsible for the administrative requirements as well as the service requirements outlined in the Statement of Work, including invoicing and reporting.

# **ANNEX B - BASIS OF PAYMENT**

Invoices will be submitted monthly with the accompanying documents in accordance with 6.8 Invoicing Instructions of the contract.

Firm Year: Contract Award to 31 March 2018

Student Counselling Services for the Canadian Coast Guard College
Cost per day (24 hour period)
\$ (excluding tax)

# Option Year 1: 1 April 2018 to 31 March 2019

Student Counselling Services for the Canadian Coast Guard College			
Cost per day (24 hour period) A	Cost per year A X 365		
\$(excluding tax)	\$(excluding tax)		

# **Option Year 2: 1 April 2019 to 31 March 2020**

Student Counselling Services for the Canadian Coast Guard College				
Cost per day (24 hour period)	Cost per year			
A	A X 365			
\$(excluding tax)	\$(excluding tax)			

Option Year 3: 1 April 2020 to 31 march 2021

Student Counselling Services for the Canadian Coast Guard College				
Cost per day (24 hour period) A	Cost per year A X 365			
\$(excluding tax)	\$(excluding tax)			

#### **ANNEX C - EVALUATION CRITERIA**

# **Mandatory and Rated Technical Criteria**

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a) The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation.
- b) The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation. Submit the charts below indicating on what page(s) of the bid submission the information can be found.
- c) The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d) For all experience cited, the following information must be identified in the proposed resources' resumes:
  - i) The name of the client organization to whom the services were provided;
  - ii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
  - iii) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

e) Each technical criterion should be addressed separately.

#### Mandatory Criteria

Bids which fail to meet the Mandatory Technical Criteria will be declared non-responsive. The bid must meet the mandatory technical criteria specified below in order to proceed in the evaluation process.

Bidder's are to cross reference to what page of their bid proposal the information can be found.

No	Mandatory Criteria	Bidder x-ref to page(s) in proposal	
	Canadian Coast Guard College Student Counselling Services	рторосси	
M1	All counsellors, medical practitioners and psychologists must be licensed and registered with their governing bodies and proof of said enrolment and related insurances must be provided with bid submission. Only counsellors who are certified by Canadian Counselling and Psychotherapy Association are permitted to provide counselling and mental health support services under this contract.		
M2	The bidder must clearly demonstrate in their proposal that they are capable to fulfil the following requirements:  a) counselling and mental health support services available immediately in both official languages, English and French to students (not through the services of a translator);  b) counselling and mental health support services accessible immediately to all students regardless of what stage of their training program they are in, whether they are at the College, off-site or at sea – and in remote locations;  c) a mobile application for the provision of counselling and mental health support services, live and available to all students twenty-four hours a day, seven days a week in French and English;  d) video and teleconferencing counselling and mental health support service options must be available to students;  e) bilingual investigation services, on an as and when required basis, to the College – investigations may be required for harassment, violence in the workplace, mental health, suicide;		
	<ul><li>f) bilingual mediation services, on an as and when required basis, to the College; and</li><li>g) technical support for mobile application, and video and telecommunication services must be provided to all users.</li></ul>		
M3	The bidder must clearly demonstrate in their proposal that they have tested and used the mobile application to ensure its delivery to remote locations.		

# **Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

No	Rated Criteria	Points	Bidder x-ref to page(s) in proposal
R1	The bidder has provided like-services to the Government of Canada.	1 to 12 months = 5 13 to 24 months = 10 25 to 36 months = 15	
R2	The bidder has previous experience providing counselling services in both English and French to large organizations (100 and over employees/students).	1 to 12 months = 5 13 to 24 months = 10 25 to 36 months = 15	
R3	The bidder has provided counselling services to first responder clientele.	1 to 12 months = 5 13 to 24 months = 10 25 to 36 months = 15	
R4	Contractor has delivered mental health awareness sessions <b>to student populations</b> of 50 or more.	1 to 12 months = 5 13 to 24 months = 10 25 to 36 months = 15	

Total Score Possible: 60 Minimum Score required: 30