



**RETURN BID TO/ RETOURNER LES  
SOUMISSIONS À:**

[receptionsoumission-  
bidsreceiving.spp@international.gc.ca](mailto:receptionsoumission-bidsreceiving.spp@international.gc.ca)

**Department of Foreign Affairs, Trade and  
Development (DFATD)  
Ministère des Affaires étrangères, Commerce et  
Développement (MAECD)**

**Request for Proposal:**  
Department of Foreign Affairs, Trade and  
Development

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 here to, the goods, services, and  
construction listed herein and on any attached sheets  
at the price(s) set out therefor.

**Demande de proposition:**  
Ministère des Affaires Étrangères, Commerce et  
Développement

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, services et  
construction énumérés ici sur toute feuille ci-annexée,  
au(x) prix indiqués(s).

**Comments — Commentaires:**

**THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT — LE PRÉSENT DOCUMENT  
COMPORTE**

**Foreign Affairs, Trade and Development Canada**  
200 Promenade du Portage,  
Gatineau, Québec, K1A 0G4

**Affaires étrangère, Commerce et Développement  
Canada**  
200 Promenade du Portage  
Gatineau, Québec, K1A 0G4

<b>Title-Sujet:</b> Mental Health and Wellness Platform	
<b>Requirement:</b> One (1) year plus three (3) option years	
<b>Supply Arrangement No.</b> N/A	
Solicitation No. - N° de l'invitation: 19-154037	Date: August 12, 2019
Solicitation Closes - L'invitation prend fin: At /à: <b>2 :00 PM</b> On / le: <b>September 23, 2019</b>	Time Zone — Fuseau horaire:  EDT(Eastern Daylight Time) / HAE (heure avancée de l'Est)
F.O.B. — F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other — Autre: <input type="checkbox"/>	
Address Enquiries to — Addresser les questions à:	
Brandon Hua <a href="mailto:Brandon.Hua@international.gc.ca">Brandon.Hua@international.gc.ca</a>	
Telephone No. — No de téléphone:	
(343) 203-1307	
Destination of Goods and or Services/Destination — des biens et ou services:	
Department of Foreign Affairs, Trade and Development (DFATD) / Ministère des Affaires étrangères, Commerce et Développement (MAECD)	
Vendor/Firm Name and Address — Nom du Vendeur et adresse du fournisseur/de l'entrepreneur:	
Telephone No. — No de téléphone:	FAX No. — No de télécopieur:
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____	
Signature	Date



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## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

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

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

#### **List of Annexes to the Resulting Contract:**

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Security Requirements Check List

#### **List of Attachments to Part 3 - Bid Preparation Instructions:**

- Attachment 1 to Part 3 - Bid Submission Form
- Attachment 2 to Part 3 - Pricing Schedule

#### **List of Attachments to Part 4 - Evaluation Procedures and Basis of Selection:**

- Attachment 1 to Part 4 - Bid Evaluation Criteria

#### **List of Attachments to Part 5 - Certifications and Additional Information:**

- Attachment 1 to Part 5 - Federal Contractors Program for Employment Equity Certification

### **1.2 SUMMARY**

This bid solicitation is being issued to satisfy the requirement of the Department of Foreign Affairs, Trade and Development Canada (DFATD) (the "Client") for cloud-based storage and support services.

It is intended to result in the award of one contract for one (1) year, plus three (3) one (1) year irrevocable options allowing Canada to extend the term of the contract.



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

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.3 DEBRIEFINGS**

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 days

### 2.2 SUBMISSION OF BIDS

Bids must be submitted only to the Department of Foreign Affairs, Trade and Development (DFATD) Bid Inbox by the date, time and place indicated on page 1 of the bid solicitation. Bids **MUST NOT** be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority **WILL NOT** be considered.

**Bids transmitted by facsimile (Fax) to DFATD WILL NOT be accepted.**

### 2.3 FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

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

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



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

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

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

### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant; and
- 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 ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



## **2.4 ENQUIRIES - BID SOLICITATION**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 APPLICABLE LAWS**

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

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

## **2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:
  - i. Section I: Technical Bid (one (1) electronic copy);
  - ii. Section II: Financial Bid (one (1) electronic copy);
  - iii. Section III: Certifications not included in the Technical Bid (one (1) electronic copy); andPrices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- b. **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
  - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - ii. use a numbering system that corresponds to the bid solicitation.
- c. **Submission of Only One Bid from a Bidding Group:**
  - i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
  - ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
    - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
    - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
    - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
    - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- d. **Joint Venture Experience:**
  - i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.



- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
- Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.
- Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
- Contracts all signed by A;
  - Contracts all signed by B; or
  - Contracts all signed by A and B in joint venture, or
  - Contracts signed by A and contracts signed by A and B in joint venture, or
  - Contracts signed by B and contracts signed by A and B in joint venture.
- That show in total 100 billable days.
- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.
- v. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- vi. **Corporate Profile:** The Bidder must provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will



not be evaluated.

## Section I: Technical Bid

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

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

The technical bid consists of the following:

- a. **Bid Submission Form:** Bidders are requested to include the **Attachment 1 to Part 3 - Bid Submission Form** with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b. **Substantiation of Technical Compliance:**  
The technical bid must substantiate the compliance with the specific articles of **Attachment 1 to Part 4 - Bid Evaluation Criteria** which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of **Attachment 1 to Part 4 - Bid Evaluation Criteria**, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- c. **For Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the work in ANNEX A – Statement of Work. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the work in ANNEX A – Statement of Work.
- d. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in **Attachment 1 to Part 4 - Bid Evaluation Criteria**. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:



- i. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
  - ii. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
  - iii. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
  - iv. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
  - v. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - vi. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- e. **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, if requested by Canada the information required by Article 1 of **Attachment 1 to Part 3 - Bid Submission Form**. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with **Attachment 2 to Part 3 - Pricing Schedule**. The total amount of Applicable Taxes must be shown separately.

## Section III: Certifications

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



### **3.2 EXCHANGE RATE FLUCTUATION**

C3011T (2013-11-06), Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.



## 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

##### Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in **Attachment 1 to Part 4 - Bid Evaluation Criteria**.

#### 4.1.2 FINANCIAL EVALUATION

##### Mandatory Financial Criteria

- i. [A0220T](#) (2014-06-26), Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

- ii. [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders
  1. The price of the bid will be evaluated as follows:
    - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
    - b. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
  2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
  3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
  4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.



## **4.2 BASIS OF SELECTION**

[A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 CERTIFICATIONS REQUIRED WITH THE BID

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

#### 5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES

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

### 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

#### 5.2.1 INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION

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

#### 5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.



## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 SECURITY REQUIREMENTS**

1. At the date of bid closing, the following conditions must be met:
  - a. the Bidder must hold a valid organization security clearance as indicated in **Part 7 - Resulting Contract Clauses**;
  - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in **Part 7 - Resulting Contract Clauses**;
  - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 STATEMENT OF REQUIREMENT

The Contractor must provide \_\_\_\_\_ in accordance with the Statement of Requirement at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 7.2 STANDARD CLAUSES AND CONDITIONS

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

#### 7.2.1 GENERAL CONDITIONS

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.3 SECURITY REQUIREMENT

There is no security requirement applicable to the Contract.

### 7.4 TERM OF CONTRACT

#### 7.4.1 PERIOD OF THE CONTRACT

The period of the Contract is from date of Contract award to \_\_\_\_\_.

#### 7.4.2 OPTION TO EXTEND THE CONTRACT

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) 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.

### 7.5 AUTHORITIES

#### Contracting Authority

The Contracting Authority for the Contract is:

Name:	Brandon Hua
Title:	Senior Officer, Supply Operations
Organization:	Department of Foreign Affairs, Trade and Development Canada
Address:	200 Promenade du Portage



Telephone: 343-203-1307  
Facsimile: N/A  
E-mail address: [Brandon.Hua@international.gc.ca](mailto:Brandon.Hua@international.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.

### Project Authority

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

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

### Contractor's Representative

The Contractor's Representative for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

**Note to Bidders:** The Contractor's Representative, Contracting Authority, Project Authority and contact information will be identified at the time of contract award.

## 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

## 7.7 PAYMENT

### 7.7.1 BASIS OF PAYMENT



In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified with the Basis of Payment at Annex "B". Customs duties are excluded and Applicable Taxes are extra.

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

#### 7.7.2 LIMITATION OF EXPENDITURE

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

#### 7.7.3 SINGLE PAYMENT

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

#### 7.7.4 DISCRETIONARY AUDIT

1. The following are subject to government audit before or after payment is made:
  - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b. The accuracy of the Contractor's time recording system.
  - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the



Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

## 7.8 INVOICING INSTRUCTIONS

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

### **Each invoice must be supported by:**

- a. A copy of time sheets to support the time claimed;
  - b. A copy of the release document and any other documents as specified in the Contract;
  - c. A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. A copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a. One (1) electronic copy of each invoice must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment
    - b. One (1) electronic copy of each invoice must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION

### 7.9.1 COMPLIANCE

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

### 7.10 APPLICABLE LAWS

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



### 7.11 PRIORITY OF DOCUMENTS

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

- A. the Articles of Agreement;
- B. the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity - Services
- C. Annex A - Statement of Requirement;
- D. Annex B - Basis of Payment;
- E. Annex C - Security Requirements Check List;
- F. Annex D - Insurance Requirements
- G. the Contractor's bid dated \_\_\_\_\_.

### 7.12 INSURANCE - SPECIFIC REQUIREMENT

The Contractor must comply with the insurance requirements specified in Insurance Requirements at Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 7.14 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT / INFORMATION TECHNOLOGY

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
  - a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:



- i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
  - ii. physical injury, including death.
- b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
  - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
3. Third Party Claims:
- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.



- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.



## **ANNEX A - STATEMENT OF REQUIREMENT**

### **8.1 TITLE**

Mental Health and Well-being Information Platform

### **8.2 BACKGROUND**

The Department of Foreign Affairs, Trade and Development (DFATD) has an in-house Employee Assistance Program currently comprised of four trained counsellors located in the national capital region who offer short term, confidential and voluntary counselling to all of our employees, approximately 12,000, and their dependants. DFATD has 178 offices in 110 countries spanning all continents and time zones. At any one time twenty percent of our Canada-based workforce is posted and working abroad while thirty six percent of our workforce is comprised of foreign nationals who work exclusively in our missions abroad. Given the unique nature of our workforce, DFATD is looking for easily accessible on-demand information about mental health and related issues for all of our employees and their dependants, regardless of physical location.

### **8.3 OBJECTIVE**

DFATD's objective is to provide easily accessible information on mental health and related issues to all of its employees and their dependants around the world through an expert-led online streaming video platform subscription service.

### **8.4 REQUIREMENT**

The Contractor must provide an internet-based platform with unlimited access to all of DFATD employees and their dependants regardless of physical location and time zone.

### **8.5 SCOPE OF REQUIREMENT**

The subscription must include but is not limited to the following components:

- Minimum total of 250 topics and themes covered in video format for a total of 500 videos (250 in English and 250 in French);
- Videos must be filmed in original versions, with no sub-titles or voice-overs, in English and French using experts that are fully proficient in the subject and language of filming. Videos do not have to be identical but the same topic must be covered in each language with English and French videos being commensurate;
- Videos are to be approximately 5 minutes in length;
- Videos are to include experts explaining the basics of the topic (for example: anxiety – what is anxiety, how does it manifest etc) and to provide practical tools and strategies to manage the condition or situation (for example: anxiety – practical suggestions on how people can better cope with anxiety);
- Library of videos must include but is not limited to following topics and themes:
  - i. mental health (at a minimum: anxiety, depression, suicide, Post-Traumatic Stress Disorder, women's mental health, psychotic disorders)
  - ii. physical health (at a minimum: sleep, eating, smoking, diabetes, heart disease)



- iii. stress management (at a minimum: mindfulness, building resilience, navigating change, work-life balance)
  - iv. leadership and skills development (at a minimum: having difficult conversations, effective management, mental health for managers, communication skills, diversity and inclusion)
  - v. Family matters: relationships and parenting (at a minimum: divorce, effective communication, managing conflict, caregiving); mental health in children and teenagers (at a minimum: adolescent mental health, stress, anxiety, eating disorders, bullying, attention deficit disorder, and autism spectrum)
- Each topic must include several videos explaining different aspects of the same topic;
  - The subscription to the platform is to be password protected but with one password for all DFATD employees and their dependants;
  - Subscribers will have periodic and direct online access to experts (for example through live chat sessions);
  - Access will be anonymous with individual IP addresses not tracked;
  - The subscription must be accessible from the Internet, on a 24-hour, 7 day a week, 365 days a year basis to meet operational requirements of DFATD;
  - Detailed usage statistics will be provided to DFATD on a quarterly basis through reports;
  - Promotional images and text for use by DFATD to promote select topics and general awareness of the subscription;
  - Technical support in the case of system malfunction.

## **8.6 INITIAL START-UP SERVICES**

The service provider must provide a two (2) hour training session to the Values, Ethics and Workplace Well-being division on the platform. The training session must include but is not limited to the following:

- Overview of the platform's capabilities;
- An instructional user manual;
- List of Frequently Asked Questions (FAQ) and answers.

## **8.7 LANGUAGE**

The platform must be fully bilingual in English and French. The service provider is required to provide fully bilingual English and French services, including, training and support for the platform. The service provider must ensure that all verbal and written communication with the Department is in the preferred language of the Values, Ethics and Workplace Well-being division.



## ANNEX B - BASIS OF PAYMENT

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

### 9.1 CONTRACT PERIOD

The Contractor will be paid accordance with the tables below:

**Table 9.1 A – Initial Period**

Table 9.1 A – Initial Period					
Item No.	Product	Period	Quantity	Unit Price	Extended Price
1	<b>Platform Subscription</b> <ul style="list-style-type: none"> <li>• 12 month subscription</li> <li>• English and French</li> </ul>	Contract award to September 30, 2020	1		
2	<b>Initial Start-Up Services</b> <ul style="list-style-type: none"> <li>• Two (2) hour training session</li> </ul>	Contract award to September 30, 2020	1		
Total (CAD):					

### 9.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extend period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

#### 9.2.1 OPTION PERIOD 1

**Table 9.2.1 A – Option Period 1**

Table 9.2.1 A – Option Period 1					
Item No.	Product	Period	Quantity	Unit Price	Extended Price
1	<b>Platform Subscription</b> <ul style="list-style-type: none"> <li>• 12 month subscription</li> <li>• English and French</li> </ul>	October 1, 2020 to September 30, 2021	1		
Total (CAD):					



### 9.2.2 OPTION PERIOD 2

Table 9.2.2 A – Option Period 2

Table 9.2.2 A – Option Period 2					
Item No.	Product	Period	Quantity	Unit Price	Extended Price
1	<b>Platform Subscription</b> <ul style="list-style-type: none"><li>• 12 month subscription</li><li>• English and French</li></ul>	October 1, 2021 to September 30, 2022	1		
Total (CAD):					

### 9.2.3 OPTION PERIOD 3

Table 9.2.3 A – Option Period 3

Table 9.2.3 A – Option Period 3					
Item No.	Product	Period	Quantity	Unit Price	Extended Price
1	<b>Platform Subscription</b> <ul style="list-style-type: none"><li>• 12 month subscription</li><li>• English and French</li></ul>	October 1, 2022 to September 30, 2023	1		
Total (CAD):					



## ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 19-154037
Security Classification / Classification de sécurité

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Global Affairs Canada</b>	2. Branch or Directorate / Direction générale ou Direction ZIB	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The Contractor must provide an internet-based platform with unlimited access to all of DFATD employees and their dependants regardless of physical location and time zone.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat 19-154037
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ     | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS       |   |   |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Contract Number / Numéro du contrat 19-154037
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI / IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**ATTACHMENT 1 TO PART 3 - BID SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]  <b>Note to Bidders:</b> Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____  If yes, provide the information required by the Article in



	Part 2 entitled "Former Public Servant"	
<b>Security Clearance Level of Bidder</b> [include both the level and the date it was granted]  <b>Note to Bidders:</b> Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:  <ol style="list-style-type: none"><li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ol>		
<b>Signature of Authorized Representative of Bidder</b>		



## ATTACHMENT 2 TO PART 3 - PRICING SCHEDULE

The pricing schedule below is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

**Table 9.1 A – Initial Period**

Table 9.1 A – Initial Period					
Item No.	Product	Period	Quantity	Unit Price	Extended Price
1	<b>Platform Subscription</b> <ul style="list-style-type: none"> <li>• 12 month subscription</li> <li>• English and French</li> </ul>	Contract award to September 30, 2020	1		
2	<b>Initial Start-Up Services</b> <ul style="list-style-type: none"> <li>• Two (2) hour training session</li> </ul>	Contract award to September 30, 2020	1		
Total (CAD):					

**Table 9.2.1 A – Option Period 1**

Table 9.2.1 A – Option Period 1					
Item No.	Product	Period	Quantity	Unit Price	Extended Price
1	<b>Platform Subscription</b> <ul style="list-style-type: none"> <li>• 12 month subscription</li> <li>• English and French</li> </ul>	October 1, 2020 to September 30, 2021	1		
Total (CAD):					

**Table 9.2.2 A – Option Period 2**

Table 9.2.2 A – Option Period 2					
Item No.	Product	Period	Quantity	Unit Price	Extended Price
1	<b>Platform Subscription</b> <ul style="list-style-type: none"> <li>• 12 month subscription</li> <li>• English and French</li> </ul>	October 1, 2021 to September 30, 2022	1		
Total (CAD):					



**Table 9.2.3 A – Option Period 3**

Table 9.2.3 A – Option Period 3					
Item No.	Product	Period	Quantity	Unit Price	Extended Price
1	<b>Platform Subscription</b> <ul style="list-style-type: none"><li>• 12 month subscription</li><li>• English and French</li></ul>	October 1, 2022 to September 30, 2023	1		
Total (CAD):					



## **ATTACHMENT 1 TO PART 4 - BID EVALUATION CRITERIA**

### **EVALUATION CRITERIA**

The proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the bidder's response. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation and will be deemed non-compliant. Cutting and pasting the experience into the resumes will not suffice.

The bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience as they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two projects references is seven (7) months. Bidders are asked to indicate on the resumes how many months/years are to be counted for each project.

For each criterion, details should be provided regarding the qualifications, relevant experience and expertise of the proposed personnel. For mandatory and point rated requirements, the experience of the proposed resource(s) must be clearly identified by providing a summary/description of the previous projects worked on and indicating when the work was carried out, the dollar value and the client.

Curriculum vitae of the proposed resource must be provided. Also, the evaluation criteria matrix must be used to answer the mandatory and point rated criteria. Therefore, the answers are to be entered directly into the matrix, explaining how each criterion has been met, while referencing both the page and project numbers as indicated in the resume.

### **MANDATORY REQUIREMENTS**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration.



<b>BIDDER EVALUATION SHEET</b>			
<b>Title:</b> Expert-informed online streaming video platform subscription service on mental health and related issues.			
<b>Requirement:</b> Internet-based expert-informed online streaming video platform subscription service available 24hrs a day, 7 days a week, 365 days a year accessible on an unlimited basis to all DFATD employees and their dependants in Canada and at all of our office abroad (178 locations in 110 countries).			
<b>Bidder:</b>			
<b>Evaluators' Name:</b>			
<b>Mandatory Criteria Requirements</b>	<b>Met</b>	<b>Not Met</b>	<b>Reference/Comments</b>
<b>M1</b> – The Bidder must demonstrate in detail in their proposal they meet all the criteria and requirements detailed in Annex A – Statement of Requirement.			
<b>M2</b> – The Bidder must provide a proposal detailing all features and capabilities of their proposed application.			
<b>M3</b> – The Bidder must demonstrate that the platform is fully bilingual with original and equivalent content created in English and French. This means that all videos must be filmed in original version (English or French) with experts who are fully fluent in that language. All topics on the platform must have equivalent videos in English and French. Dubbed or sub-titled videos are not allowed.			
<b>M4</b> – The Bidder must demonstrate that the following topics are included in the platform:  i. mental health (at a minimum: anxiety, depression, suicide, PTSD, women’s mental health, psychotic disorders); ii. physical health (at a minimum: sleep, eating, smoking, diabetes, heart disease); iii. stress management (at a minimum: mindfulness, building resilience, navigating change, work-life balance); iv. leadership and skills development (at a minimum: having difficult conversations, effective management, mental health for managers, communication skills, diversity and inclusion) v. Family matters: relationships and parenting (at a minimum: divorce, effective communication, managing conflict); mental health in children and teenagers (at a minimum: adolescent mental health, stress, anxiety, eating disorders, bullying, ADHD, autism spectrum).			
<b>M4</b> – The Bidder must demonstrate three (3) subscriptions within the last two (2) years as of bid closing, of the same size and scope.			