



REQUEST FOR PROPOSAL (RFP)

Subject:

Employee and Family Assistance Program (EFAP)

For further details, please refer to the Statement of Work attached as **Annexe "A"** of this document.

Issue Date:

November 5, 2020

Closing Date and Time:

November 26, 2020 at 11:00AM EST

RFP No:

SEN-039 20/21

SENATE INFORMATION

For all inquiries the Contracting Authority is:

Contact: Shirley Chartrand
Title: Senior Procurement Advisor
Address: 40 Elgin Street, Room 1110
 Ottawa, ON K1A 0A4, Canada
Telephone no: 613-995-8888
E-mail: Proc-appr@sen.parl.gc.ca

Bids can be delivered by **e-mail only** to the address of the Contracting Authority below.

E-mail: Proc-appr@sen.parl.gc.ca

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.

BIDDER SIGNATURE BLOCK

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

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

Name of Firm:			
Name of Representative:			
Authorized Signature:		Date:	
Position Title:			
Email Address:			
Telephone Number:		Fax Number:	

Table of Contents

PART 1 - GENERAL INFORMATION	4
1. Introduction	4
2. Summary.....	4
3. Debriefings.....	4
4. Bid Submission Language.....	4
5. Key Terms and Definitions.....	4
PART 2 – BIDDER INSTRUCTIONS	6
1. Prelude.....	6
2. Signature Requirement.....	6
3. Irrevocable Bids.....	6
4. Cost Related to the Preparation of Bids.....	6
5. Joint Venture.....	6
6. Inquiries and Communications.....	7
7. Provision of False or Incorrect Information.....	7
8. Price Justification.....	7
9. Conflict of Interest – Unfair Advantage	7
10. Ownership of RFP documents.....	8
11. Funding Approvals.....	8
12. Applicable Laws.....	8
13. Level of Security.....	8
PART 3 – BID PREPARATION INSTRUCTIONS	9
1. Bid Preparation Instructions.....	9
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	10
1. Evaluation Procedures	10
2. Mandatory Criteria	10
3. Rated Evaluation Criteria	13
4. Financial Evaluation.....	16
5. Basis of Selection.....	17
PART 6 - RESULTING CONTRACT CLAUSES.....	18
1. Appropriate Law.....	18
2. Assignment	18
3. Time is of the Essence.....	18
4. Indemnity against Claims.....	18
5. Inspection and Acceptance	18
6. Termination of Contract.....	19
7. Notice	19
8. Warranties	19
9. Records to be kept by the Contractor	19
10. Confidentiality.....	20
11. Safeguarding of Senate information.....	20
12. Rules and Regulations.....	20

13. <i>Miscellaneous Restrictions</i>	20
14. <i>Subcontracts</i>	20
15. <i>No Implied Obligations</i>	21
16. <i>Performance</i>	21
17. <i>Amendments to the Contract</i>	21
18. <i>Ownership of Intellectual and Other Property Including Copyrights</i>	21
19. <i>Conflict of Interest</i>	21
20. <i>Discrimination and Harassment in the Workplace</i>	21
21. <i>Health and Safety</i>	21
22. <i>Advertisement</i>	22
23. <i>Entire Contract</i>	22
24. <i>Authorities</i>	22
25. <i>Replacement of Specific Individuals</i>	23
26. <i>Priority of Documents</i>	23
27. <i>Proactive Disclosure</i>	23
PART 6 – TERMS OF WORK AND PAYMENT	24
1. <i>Period of the Contract</i>	24
2. <i>Option to Extend the Contract</i>	24
3. <i>Option to Extend - Transition Period</i>	24
4. <i>Contract Amount</i>	24
5. <i>Basis of Payment</i>	24
6. <i>Invoicing</i>	24
7. <i>Method of Payment</i>	25
8. <i>Sales Tax</i>	25
9. <i>Interest on Overdue Accounts</i>	25
ANNEX “A” – STATEMENT OF WORK (SOW)	26
ANNEX “B” – BASIS OF PAYMENT	33
ANNEX “C” – LANGUAGE PROFICIENCY	34
ANNEX “D” – DIRECT DEPOSIT FORM	35

PART 1 - GENERAL INFORMATION

1. Introduction

The RFP is divided into six (6) parts plus four (4) 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 RFP;
- 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract, the Annexes, Basis of Payment, and any other annexes;
- Part 6 Terms of Work and Payment
- Annex A Statement of Work;
- Annex B Basis of Payment;
- Annex C Language Proficiency
- Annex D Direct Deposit Form

2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for the provision of Employee and Family Assistance Program Services (EFAP).as defined in Annex "A" - Statement of Work, **for three (3) years from January 1, 2021**, with an option to extend the contract for two (2) additional one (1) year option periods.

3. Debriefings

- I. Bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the Contracting Authority within **five (5) working days** of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

4. Bid Submission Language

- I. Submissions will be accepted in either English or French.

5. Key Terms and Definitions

Account Manager	an employee of the Contractor and who manages the relationship between the Senate of Canada and the Contractor. Does not manage the running of the project
Bidder	the person or entity submitting a bid to perform a contract for the purchase of services. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
Contract Price	the amount expressed in the contract to be payable to the Contractor for the finished work
Contracting Authority	means the person designated in this RFP and any resulting Contract, or by notice to the Bidder, to act as the representative of the Senate of Canada of any resulting contract.
Day	means working day unless otherwise specified
Immediate Family Member	<ul style="list-style-type: none"> • Spouse (or common-law spouse resident with the Senator or Senate Employee)

	<ul style="list-style-type: none"> • Dependent children including children of legal or common law spouse • Parents, including stepparents or foster parents; or • Any other relative permanently residing in the Senators' or employees' household or with whom the Senator or employee permanently resides.
NCR	National Capital Region
Senate	the Senate of Canada
SOW	the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all services to be delivered.
RFP	Request for Proposal
Responsive Bid	a bid that complies with the invitation to bid and all prescribed
Work	as per defined in the SOR

PART 2 – BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate invites “Bidders” to respond to this Request for Proposal (RFP) to provide Employee and Family Assistance Program Services (EFAP), as described in Annex “A” – Statement of Work (SOW) set forth in this RFP.

2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the Bidder to contracts must sign the RFP.
- III. Failure to sign the cover page may result in the disqualification of the bid.

3. Irrevocable Bids

- I. Bids will remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of the RFP, unless specified otherwise in the RFP.
- II. The Senate reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, within a minimum of **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive Bidders, the Senate will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, the Senate will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Bids

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a bid in response to this RFP. All electronic documents shall become the property of the Senate and will not be returned.

5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

6. Inquiries and Communications

- I. The Contracting Authority for all inquiries and other communications regarding this RFP is stated on the cover page of this document. All communication or inquiries must be directed **ONLY** to this person. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder's bid.
- II. RFP enquiries regarding this RFP must be received by e-mail at: ProcAppr@sen.parl.gc.ca by the contracting authority, **no later than November 17, 2020 at 11h00 EST**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable the Senate to provide an accurate answer. 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 the Senate determines that the enquiry is not of a proprietary nature. The Senate may edit the question(s) or may request that the Bidder do so, in order 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 the Senate.
- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFP will be provided to all Bidders simultaneously via Buy and Sell without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

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

8. Price Justification

- I. In the event that there is a sole responsive bid received, the Bidder must provide, on the Senate's request, one or more of the following price justifications:
 - a. a current published price list indicating the percentage discount available to the Senate; or
 - b. a copy of paid invoices for similar services provided to other clients; or
 - c. a price breakdown showing the cost of direct labor and profit; or
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, Bidders are advised that the Senate may reject a bid in the following circumstances:
 - a. if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees had access to information related to the RFP that was not available to other Bidders and that would, in the Senate's opinion, give or appear to give the Bidder an unfair advantage.
- II. The experience acquired by a Bidder who is providing or has provided the services described in the RFP (or similar services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should

contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

10. Ownership of RFP documents

- I. This RFP and all supporting documentation have been prepared by the Senate and remain the sole property of the Senate, Ottawa, Canada. The information is provided to the Bidder solely for its use in connection with the preparation of a response to this RFP and shall be considered to be proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Bidders response, and the Bidder further agrees not to use them for any purpose other than that for which they are specifically furnished.

11. Funding Approvals

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

12. Applicable Laws

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

13. Level of Security

- I. The level of security clearance required by everyone working on any resulting contracts shall be "**Site Access**". A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on the type of offense. The Senate reserves the right to raise the level of the required security clearance as needed.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate requests that Bidders provide their bid in separate electronic files in a single transmission as follows:

File I: Mandatory Criteria (one soft copy in PDF format) and page 1 of the RFP signed

File II: Technical Bid (one soft copy in PDF format)

File III: Financial Bid – Annex “B” – Basis of Payment (one soft copy in PDF format)

File IV: Annex “D” - Direct Deposit Form (one soft copy in PDF format)

The Senate 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 RFP.

Bidders must quote the RFP number as part of the subject line in their bid submission.

Prices must appear in the financial bid only. **Prices indicated in any other section of the bid will result in the disqualification of the bid.**

The Senate will not be responsible for any failure attributable to the transmission or receipt of the email bid. The Senate will send a confirmation email to the Bidders when the submission is received.

File I: Mandatory Criteria

- I. In the Mandatory Criteria Section of their bid, Bidders should clearly indicate how they meet each of the Mandatory Criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection.

File II: Technical Bid

- I. In their Technical Bid, Bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- II. The Technical Bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the bid, the Senate 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.

File III: Financial Bid - Annex “B” – Basis of Payment

- I. Pricing must include all requirements as set forth in the RFP.
- II. Bidders must submit their Financial Bid, in Canadian funds, in accordance with Annex “B” - Basis of Payment.

File IV: Annex “D” – Direct Deposit Form

- I. Bidders must complete, sign and return Annex “D” – Direct Deposit Form with their bid

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the RFP including the mandatory criteria, technical criteria and financial bid.
- II. The Senat shall conduct the RFP process in a fair manner and will treat all Bidder's equally. Objective standards and evaluation criteria will be applied uniformly to all Bidders.
- III. An evaluation team composed of representatives of the Senat will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their bid is clear and complete. The Senat reserves the right to contact any Bidder during the evaluation of bids to obtain clarifications. If the Senat seeks clarification or verification from the Bidder about its bid, the Bidder will have **two (2) working days** (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Senat. Failure to meet this deadline will result in the bid being declared non-responsive and will receive no further consideration.

2. Mandatory Criteria

- I. Bidders must ensure full compliance with the following mandatory requirements. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the disqualification of the bid
- II. The Bidder must include the Mandatory Criteria table as an Appendix in their bid and ensure that the page and paragraph number in the Bidders' Bid is indicated in the column entitled "Cross Reference" for all mandatory information included.
- III. Bidders **MUST meet all the mandatory requirements** of the RFP. No further consideration will be given to Bidders not meeting all the mandatory criteria.

The mandatory criteria are:

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Bidder's Ability to Provide EFAP Services across Canada</p> <p>The Bidder must have the ability to provide EFAP services across Canada.</p> <p>The Bidder must have the capabilities of holding <u>secure</u> virtual meeting with individuals anywhere across Canada.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> • addresses of all locations within Canada • a statement to the fact that the Bidder has the capability of holding <u>secure</u> virtual meetings, if needed <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M2. Bilingual Services</p> <p>The Bidder must provide counselling services in both English and French to the level of Advanced as outlined in Annex “C” – Language Proficiency with 24 hours per day, 365 days per year, access through a toll-free telephone number.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> • A statement including compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M3. Similar projects</p> <p>The Bidder must provide a list of two (2) organizations to whom they have provided <u>similar services</u> as outlined in Annex “A” - Statement of Work, for a minimum of (2) consecutive years, within the last five (5) years, as of the issuance date of this RFP, to a Canadian Federal government entity, a Canadian Federal Agency or a Canadian Crown Agency</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <p>The following information must be provided for the two (2) projects:</p> <ul style="list-style-type: none"> • client (name of the organization); • brief history of work performed <p>All information requested must be provided under Mandatory Criterion (M3) in your submission</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M4. Qualifications of counselors</p> <p>The Bidder must confirm that all professional counselors and Intake Services Counselors providing services meet the educational requirements outlined in Annex “A” – Statement of Work</p> <p>*Note: Counselors with foreign credentials must provide proof of Canadian equivalency. Consult the Canadian Information Centre for International Credentials for further information at http://www.cicic.ca</p>	<p>The Bidder must provide:</p> <ul style="list-style-type: none"> • The <u>name</u> of each professional counselor and intake service counselor • The <u>degree</u> that each professional counselor and intake service counselor holds. If foreign credentials must indicate Canadian equivalency. <p>All information requested must be provided under Mandatory Criterion (M4) in your submission</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M5. Bidder's Account Manager</p> <p>The Bidder must designate a bilingual account manager who will act as the principal point of contact for all matters related to these requested services.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> • account manager's full name <p>All information requested must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M6. Reporting</p> <p>The Bidder must be able to provide reporting as indicated in Annex "A" – Statement of Work.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M6) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M7. Data stored in Canada</p> <p>The bidder must confirm in writing that all data for either stream pertaining to the Senate must be stored in Canada.</p>	<p>In order to meet this Mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M7) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M8. Data Breach Notification</p> <p>The Bidder must provide assurances that any data breach affecting the Senate data will be communicated to the Senate as soon as the Bidder becomes aware of the breach.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement. 		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	<p>This information must be provided under Mandatory Criterion (M8) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		

3. Rated Evaluation Criteria

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **70%** for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate is seeking best overall value and will evaluate bids on a point rating system based on evaluation criteria.
- III. The Bidder must include the Point Rated Technical Criterion table in their bid and ensure that the page and paragraph number in the Bidders' Appendix is indicated in the column entitled "Cross Reference" for all rated information included.
- IV. Bidders must include all information relating to the criteria in the Bidder's Technical Bid. All information contained within the Bidder's Technical Bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are:

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference Section
<p>R1. Accessibility to Disabled Persons</p> <p>The Bidder should demonstrate that their place(s) of business, identified in Mandatory Criterion (M1) is/are accessible to people with disabilities.</p> <p>This criterion will be evaluated in accordance with the ease of accessibility to the Bidder's places of business by disabled persons and/or employment practices regarding the disabled.</p>	<p>Maximum 10 points</p> <p>0 points: The Bidder cannot provide disability access.</p> <p>5 points: The Bidder can provide disability access to some locations.</p> <p>10 points: The Bidder can provide disability access to all locations.</p>	

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference Section
<p>R2. Counselling and Support Services including on-line services</p> <p>The Bidder must demonstrate their ability to provide bilingual counseling and support services (in person and on-line) and outline how they promote the services they offer.</p> <p>The Bidder must provide an overview of their bilingual delivery service methods as outlined in Annex "A" – Statement of Work.</p>	<p style="text-align: center;">Maximum 20 points</p> <p>0 points: Information provided does not address the criteria.</p> <p>1-5 points: Information provided demonstrates a minimal understanding that is relevant to the rated criteria.</p> <p>6-14 points: Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p>15-20 points: Rated criteria is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.</p>	
<p>R3. Contingency Plan</p> <p>The Bidder must provide proof of a contingency plan demonstrating the bidder's ability to continue to provide adequate coverage in the event of a pandemic or other catastrophic event. The plan should include at a minimum the following:</p> <ul style="list-style-type: none"> • the name of the team or individual responsible for the implementation of the plan as well as their back-up • the list of services deemed essential and how these will be maintained • the process to be used to make this information available to Senae employees. 	<p style="text-align: center;">Maximum 15 points</p> <p>0 points: Information provided does not address the criteria.</p> <p>1-5 points: Information provided demonstrates a minimal understanding that is relevant to the rated criteria.</p> <p>6-10 points: Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p>11-15 points: Rated criteria is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.</p>	

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference Section
<p>R4. Bidder References</p> <p>The Bidder shall provide two (2) references from Canadian Federal Government entities where the Bidder has provided EFAP services for a minimum of (2) consecutive years, within the last five (5) years, as of the issuance date of this RFP similar in scope and complexity as the work outlined in Annex “A” – Statement of Work.</p> <p>The Bidder shall provide the following information:</p> <ul style="list-style-type: none"> • client (name of the organization) • name of project manager • title • current email address • current telephone number • term of the project • a summary of the project <p>The Senate cannot be used as a reference.</p> <p>The Senate may contact references.</p>	<p style="text-align: center;">Maximum 30 points</p> <p><u>Each reference submitted shall be rated on 15 points</u></p> <p>0 points: The Reference provided does not validate a similarity to the work requested in the Annex “A” – Statement of Work.</p> <p>1-5 points: The Reference provided validates a minimal similarity to the work requested in the Annex “A” – Statement of Work.</p> <p>6-10 points: The Reference provided demonstrates a similarity to the work requested in Annex “A” – Statement of Work but not in all aspects.</p> <p>11-15 points: The Reference provided validates a full similarity to the work requested in the Annex “A” – Statement of Work.</p>	
<p>R5. Reporting</p> <p>The Bidder shall provide samples of reports (monthly, quarterly, annually) as outlined in Annex “A” – Statement of Work that will be available to the Senate and shall also indicate if these reports can be customized.</p> <p>The Bidder shall also indicate if the Senate Project Manager shall have the capability of downloading various reports directly.</p>	<p style="text-align: center;">Maximum 15 points</p> <p>0 points: The Bidder cannot provide any reporting.</p> <p>1-5 points: The Bidder can provide some of the required reports.</p> <p>6-10 points: The Bidder can provide some of the required reports and can customize reports for the Senate.</p> <p>11-15 points: The Bidder can provide all required reports and can customize reports for the Senate.</p>	
<p>R6. Information and Educational sessions</p> <p>The Bidder must provide a description of the courses/training and information sessions they will be able to deliver, either in person or virtually, to Senate employees, that cover, at a minimum, the following</p>	<p style="text-align: center;">Maximum 15 points</p> <p>0 points: Information provided does not address the criteria.</p> <p>1-5 points: Information provided addresses to a minimum the criteria outlined in these rated criteria.</p>	

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference Section
<p>EFAP areas as described in Annex "A" - Statement of Work</p> <ol style="list-style-type: none"> 1. Mental health/emotional health issues 2. Stress 3. Family-related issues 4. Work-related issues 5. Substance abuse 6. Career transitions <p>The Bidder shall provide the following information on each course/training session:</p> <ul style="list-style-type: none"> • Training Title; • Language of course; • Duration; and • Objective 	<p>6-10 points: Information provided addresses to a completely the criteria outlined in these rated criteria.</p> <p>11-15 points: Rated criteria is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.</p>	
<p>R7. Affiliates and/or Subcontractors</p> <p>The Bidder must demonstrate in detail how they manage their established network of certified professional counselors across Canada and how this network facilitates timely appointments and specialist assessments.</p>	<p style="text-align: center;">Maximum 15 points</p> <p>0 points: Information provided does not address the rated criteria.</p> <p>1-5 points: Information provided demonstrates a minimal demonstration that is relevant to the rated criteria.</p> <p>6-10 points: Information provided demonstrates a good demonstration for most of the elements of the rated criteria.</p> <p>11-15 points: Information provided demonstrates a thorough demonstration of all of the elements of the rated criteria.</p>	
<p>Total of all the point rated technical criteria</p>	<p>120 points Maximum</p>	
<p>Minimum pass mark</p>	<p>84 points required to pass</p>	

4. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded
- II. For bid evaluation and contractor selection purposes only, the evaluated price of the bid(s) will be determined in accordance with Annex "B" - Basis of Payment.

5. Basis of Selection

Highest Combined Rating of Technical Merit (70%) and Price (30%)

A bid must comply with all the requirements of the RFP. If it is determined that a bid does not comply with any of the requirements of the RFP, such bid will be deemed non-responsive and will not be given further consideration.

The evaluation and selection process will be conducted in the following phases:

- Phase 1 – Mandatory Criteria
- Phase 2 – Technical Merit - Rated Evaluation
- Phase 3 – Determination of Highest Ranked Bidder

Phase 1 – Mandatory Criteria

In Phase 1, all bids will be evaluated for their compliance with the mandatory criteria. Any bid that fails to meet any of the mandatory criteria will be deemed non-responsive and will not be given further consideration.

Phase 2 – Technical Merit - Rated Evaluation

In Phase 2, the bids that are deemed responsive in Phase 1 will be evaluated against the rated technical criteria. If any Phase 2 bid does not obtain the required minimum overall points for the technical evaluation criteria, such bid will not be given further consideration.

Phase 3 – Determination of Highest Ranked Bidder

In Phase 3, a combined evaluation score for those bids deemed responsive in Phases 1 and 2 will be determined in accordance with the following formula:

$$\frac{\text{Technical Bid Score} \times 70}{\text{Maximum Number of Points}} + \frac{\text{Lowest Price} \times 30}{\text{Bidder's Price}} = \text{Combined Evaluation Score}$$

The Bidder with the highest combined evaluation score will be considered for the award of a contract.

In the case of a tie bid, when all factors including pricing are considered equal, a coin toss shall be used to determine which of the tied Bidders receive the award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any contract resulting from this RFP.

1. Appropriate Law

- I. This contract shall be governed by and construed in accordance with the laws in force in the province of **Ontario**.

2. Assignment

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

3. Time is of the Essence

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

4. Indemnity against Claims

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

5. Inspection and Acceptance

- I. All reports, deliverables, items, documents, goods and all services rendered under the Contract are subject to inspection by the Project Authority or his/her representative. Should any report, document, good or services not be in accordance with the requirement of the Statement of Work and to the satisfaction of the Project Authority or his/her representative, as submitted, the Project Authority will have the right to reject it or require the correction at the sole expense of the Contractor before recommending payment. The Senate reserves the right of access to any records resulting from this contract.

6. Termination of Contract

- I. The Senate may immediately terminate this contract if the Contractor is for any reason unable to provide the services required under this agreement. Such termination notice shall be made in writing.
- II. The contract may be immediately terminated by the Senate if it is determined that the services provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The contract may be terminated by the Senate upon a **ten (10) day** written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this contract upon a **ten (10) day** written notice.

7. Notice

- I. Any notice or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the contract or at the last address of which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.I shall be deemed to have been received by either party:
 - a. If delivered personally, on the day that it was delivered
 - b. If forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed
 - c. If forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. A notice given under Termination of Contract shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor

8. Warranties

The Contractor warrants that:

- I. it is competent to perform the Work required under this Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. it shall provide under this Contract a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- III. it has complete authority to enter into this Contract; and
- IV. all work commenced under this contract will be completed in full.

9. Records to be kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services, and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two (2) years following the completion of the work.

10. Confidentiality

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

11. Safeguarding of Senate information

- I. It is a **MANDATORY REQUIREMENT** of this Contract that the Contractor insure or guarantee that all information provided under this contract be kept in Canada. If at anytime throughout the term of any resulting contract, the storage location of all information is no longer kept in Canada, the Contractor shall notify the Senate Contracting Authority immediately in accordance with Section 7- Notice of this contract.

12. Rules and Regulations

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

13. Miscellaneous Restrictions

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

14. Subcontracts

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

Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

15. No Implied Obligations

- I. It is the intention of the parties that this agreement is for the provision of services. The Contractor is engaged as an independent contractor providing services in accordance with this contract, to the Senate. The Contractor's directors, officers, employees and agents are not engaged as Senate employees and are not subject to the terms and conditions of employment applicable to the employees of the Senate.

16. Performance

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

17. Amendments to the Contract

- I. No person other than the Manager of Procurement Services or their designate can amend this contract in any form. Any changes to the original contract must be made in writing.

18. Ownership of Intellectual and Other Property Including Copyrights

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

19. Conflict of Interest

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

20. Discrimination and Harassment in the Workplace

- I. The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Senate reserves the right to immediately terminate the Contract. In such cases, the Senate shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate.

21. Health and Safety

- I. The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:
 - a. Refraining or minimizing the use of scented products while in the Senate workplace;
 - b. Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
 - c. No smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

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- II. If contractors breach those duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

22. Advertisement

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

23. Entire Contract

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

24. Authorities

I. Contracting Authority

The Contracting Authority for the Contract is:

Shirley Chartrand
Senior Procurement Advisor
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th floor
Ottawa, ON K1A 0A4

Telephone: 613-995-8888
E-mail: Proc-appr@sen.parl.gc.ca

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

II. Project Authority

The Project Authority for the Contract is:

To be Determined

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for the successful completion of the project. The Project Authority has the ultimate authority on all aspects for the project. 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.

III. Contractor's Representative

The Contractor's representative for the Contract is:

Account Manager:

Name: xxxx
Title: xxxx
Phone: xxxx
Email: xxxx

Backup:

Name: xxxx
Title: xxxx
Phone: xxxx
Email: xxxx

25. Replacement of Specific Individuals

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

26. Priority of Documents

- I. 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 the Contract;
 - b. the RFP including all annexes;
 - c. the Contractor's Bid dated *(To be identified upon contract issuance)*.

27. Proactive Disclosure

- I. All contracts awarded by the Senate must reflect fairness in the spending of public funds. The Senate is obligated to report every quarter on its website, all contract awarded that have a value of more than \$10,000.00 or whose value has exceeded \$10,000.00 via amendment.

PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the Contract

- I. The Contractor shall, **for three (3) years from January 1, 2021**, “provide Employee and Family Assistance Program Services” as outlined in the Statement of Work.

2. Option to Extend the Contract

- I. The Contractor grants to the Senate the irrevocable option to extend the term of the contract by up to two (2) additional one (1) year periods under the same conditions, rates to be negotiated.
- II. The Senate may exercise this option at any time by sending a written notice to the Contractor at least **thirty (30) days** before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

3. Option to Extend - Transition Period

- I. The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that the Senate may, at its discretion, extend the Contract by a period of 30 days under the same conditions to ensure the required transition. 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.
- II. The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 10 business days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

4. Contract Amount

- I. The Contractor will be paid for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment, to a limitation of expenditure of *(to be determined at contract award)* plus Applicable Taxes.

5. Basis of Payment

- I. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with rates specified in Annex “B” - Basis of Payment.
- II. The Senate will not entertain any charges which are not specified in the Basis of Payment.

6. Invoicing

- I. The Contractor shall submit a detailed invoice for each key deliverable which must include, at a minimum, the date(s) the service was performed, the service, number of hours or the cost and the contract reference number.
- II. The Contractor’s certified invoice shall be forwarded to:

**The Senate of Canada
Finance and Procurement Directorate
40 Elgin Street, 11th floor
Ottawa, Ontario
K1A 0A4 Canada**

or by e-mail at: finpro@sen.parl.gc.ca

- III. The invoice must be reviewed and signed by the Project Authority or their delegated authority before payment is issued.

IV. Payment by the Senate to the Contractor for work shall be made:

- In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed, or the goods delivered and accepted, whichever date is the later;

V. If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

7. Method of Payment

- I. Direct Deposit: the Senate can deposit directly all payments into the individuals/corporation's account. Please submit a completed direct deposit form at Annex "D" with your bid.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

8. Sales Tax

- I. The Senate is exempt from Provincial Sales Taxes.
- II. PST Exemption No.: Ontario 11708174G / Quebec: 10-0813-5602-P
- III. The Applicable Taxes are not included in the contract amount.
- IV. The Applicable Taxes must be listed as a separate line item on all invoices.

9. Interest on Overdue Accounts

For the purpose of this section:

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

ANNEX “A” – STATEMENT OF WORK (SOW)

1. Title

Employee and Family Assistance Program Services (EFAP)

2. Background

EFAP services provide accessible, bilingual and confidential health and wellness support to senators, Senate staff and their immediate family members throughout Canada. Through their expert counsellors, individuals have access, on a voluntary basis, to a broad array of services to deal with family, financial, career and legal issues, address critical life incidents and obtain mental health support, as well as access resources to improve their health and fitness. Individuals may receive support services over the telephone, in person or online. Additionally, they also have access to various educational resources and online training sessions through their online platform on a wide range of topics.

The Senate of Canada has been providing senators and Senate staff with access to an Employee and Family Assistance Program since August 1990.

3. Objective

The main objective of the EFAP is to promote the wellness, health and safety of senators, employees, and their immediate family members at home and in the workplace. The services required to achieve these objectives are described in clause 5. “Scope”.

The EFAP required includes the provision of professional counseling services as described in this RFP for the following:

- Senators (Qty. 105 approx.)
- Senator’s employees (Qty. 221 approx.)
- Senate employees (Qty. 447 approx.)
- Immediate family members* for all of the above – see definitions on page 4 of this RFP.

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

4. Conflict of interest

If, upon learning the identity of a claimant, the Contractor becomes aware that he or she is a relative or friend – as understood in the Conflict of Interest Act - the Contractor shall declare this immediately to the Senate Contracting Authority and recuse themselves from assessing that person’s claim.

The Contractor must report immediately to the Contracting Authority if they believe a real or perceived conflict of interest has arisen in the performance of services under this contract.

5. Qualifications

Professional Counselors

All professional counselors providing services have a minimum of one of the following degrees* in a counselling field (e.g. psychology, social work):

- Master’s degree with a minimum of one (1) year of experience in EFAP or related work within the last 10 years from the date of the Bidder’s bid; and/or,
- Bachelor’s degree with a minimum of three (3) years of experience in EFAP or related work within the last 10 years from the date of the Bidder’s bid.
- The contractor and all affiliates must clearly demonstrate that they are able to provide a full range of counselling services in English and French as well as the ability to provide services for the hearing and/or sight impaired.
- The contractor and all affiliates must clearly demonstrate that they are able to provide counsellors to Senate employees that have received cultural competency training (including skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.)

*Note: Counselors with foreign credentials must provide proof of Canadian equivalency. Consult the Canadian Information Centre for International Credentials for further information at <http://www.cicic.ca>

Intake Service Counselors

The Intake Services Counsellors must have a Bachelor's degree or diploma in Social Work, Psychology or in a related field.

*Note: Counselors with foreign credentials must provide proof of Canadian equivalency. Consult the Canadian Information Centre for International Credentials for further information at <http://www.cicic.ca>

6. Scope

The selected Contractor must provide senators, Senate employees and their immediate family members with timely, comprehensive, confidential and bilingual (English and French) EFAP services during their Senate appointment or employment and for a period of three (3) months after the end of the appointment or termination of employment. These services must be available in the National Capital Region, in close proximity to Parliament Hill and across the country. All services must be accessible on an as needed and immediate basis 24 hours per day, 365 days per year, access through a toll-free telephone number.

Services required as part of the EFAP include counseling and advisory services and program administration.

A. Counseling Services:

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

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

In addition, the Contractor will ensure that the counselors and their affiliates that provide counselling services for the Senate of Canada's diverse workforce, have received cultural competency training that includes skills-based training in intercultural competencies, conflict resolution, human rights as well as anti-racism. The Contractor will further ensure that employees accessing EFAP services will have the option to request for a counselor that is best suited to their needs. E.g. availability of indigenous counsellors, availability of LGBTQ2+ counsellors, etc.

Each one of these elements will include the following services:

Assessment (Intake Services Counsellors)

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

Direct Counseling

The selected Contractor shall provide users with direct counseling, in both official languages, by qualified professionals on issues listed below. It is expected that in most cases, counseling is usually complete within ten (10) hours per occurrence. However,

the Contractor will provide counseling in excess of ten (10) hours when necessary at no additional cost to the Senate of Canada or the user. The Contractor shall provide services on but not limited to the following issues:

Trauma Response Services:

The Contractor shall provide, on a when and where required basis, on-site group trauma response services for workplace traumas such as death, job loss, robberies, kidnapping, terrorist acts, suicides, assaults, etc. These services must include both on-site intervention and follow-ups as may be required. Therefore, the selected Contractor must possess the capabilities to provide immediate on-site group meetings for debriefing purposes with the affected employees to discuss the long-term and short-term reactions to such incidents, coping mechanisms as well as long and short term treatment options, that may include but would not be limited to different types of counseling and follow-ups as may be required (such as cognitive behavioral therapy, resiliency training, etc).

Legal Information and Advice Services

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

Direct Counseling Topics (including but not limited to):

- Family and marital issues;
- Separation/Divorce/Custody;
- Work and personal/family balance;
- Personal and emotional difficulties;
- Depressions, anxiety and stress;
- Workplace stress;
- Alcohol and drug misuse;
- Grief and bereavement issues;
- Childcare/eldercare issues;
- Legal issues (advice and counselling, not legal representation);
- Debt / financial counselling;
- Career counselling (which includes an analysis of interests, preparation for career transition, and resources to assist clients in preparing resumes, and preparing for interviews);
- Pain management;
- Sexual abuse;
- Anger management;
- Bullying;
- Workplace trauma;
- Workplace re-entry
- Interpersonal conflicts or concerns
- Cultural concerns

Telephone Crisis Counseling

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

Method of Delivery:

The Contractor will offer, at a minimum, the following service delivery methods:

- Face-to-face counselling;

- Telephone counselling;
- E-counselling;
- Video chat counselling;
- A website and/or a mobile application service that provides additional resources and information and:
- self-tests that may be available on-line or paper-based

Professional Consultation and Advisory Services

- I. The selected contractor shall provide professional consultation and advisory services, in both official languages, to help users with a variety of issues that include but will not be limited to financial concerns, legal support, nutrition, career counseling, relationship satisfaction, and parenting challenges. A variety of delivery options may be made available (e.g. in-person, E-Counseling, over the phone) as appropriate.
- II. Professional EFAP consultation services for managers and union representatives that are meant to assist the managers in helping employees deal with personal or work-related issues that may be affecting their work performance and well-being.

Case Management

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

The selected Contractor will:

- assist the user in developing personal goals
- identify and assist in choosing appropriate community resources or health professionals (these referrals will be qualified and of high quality at no cost or very little cost to the user)
- provide the user with service options and if financial consideration is an issue, to seek financial assistance from the Senate on behalf of and with explicit permission of the senators, Senate employees and their immediate family
- provide on-going support and follow-up
- advocate on the user's behalf
- coordinate multiple services
- maintain clinical responsibility to resolution
- facilitate, assist and provide problem-solving support to ensure that the personal goals are met
- identify and assist in selecting long and short-term treatment options that may include but would not be limited to different types of counseling and follow-ups such as such as cognitive behavioral therapy, resiliency training, etc.

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

B. Program Administration

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

I. Program Management:

- Program Management refers to the requirement for the selected Contractor to manage its resources to ensure that the needs of the Senate and users are fully satisfied. This will include at a minimum the following:
- planning, designing and evaluating the program
- provide training to selected Senate personnel as may be required
- promoting the EFAP to all senators, Senate employees and their immediate family
- monitoring and coordinating the delivery of client services

- consulting with the Senate's EFAP coordinator and other internal groups as may be required
- administering the EFAP
- collecting statistics and providing the Senate's EFAP coordinator with reports on a monthly, quarterly and annual basis regarding usage rates, types of services sought and client service satisfaction with services.
- participating in EFAP meetings as may be required by the Senate.

II. Program Promotion:

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

- **Pamphlets.** These pamphlets will be fully bilingual and will introduce all users to the EFAP and will include what services are available and how they can be accessed (with phone numbers and web site addresses). The Contractor will provide the Senate Coordinator with the quantities of pamphlets required for distribution.
- **Bilingual wallet size EFAP cards.** These EFAP cards will contain the toll-free telephone number to access EFAP services. Quantities to be provided by the Contractor shall be as required for Senate distribution.
- **Posters.** Posters appropriate for work setting to be provided by the Contractor in quantities specified by the Senate's EFAP Coordinator.
- **Telephone Stickers.**
- **Newsletters and follow-up pamphlets.** These are to be produced by the EFAP Contractor in conjunction with the Senate's EFAP Coordinator and will focus on specific areas of interest such as (but not limited to):
 - Stress management
 - Alcohol and drug misuse
 - Pre-retirement planning
 - Work and family responsibilities
 - Separations and divorces
 - Smoking cessation
 - Child care
 - Burnout
 - Etc.

Orientation Sessions. The selected Contractor shall provide on-site orientation sessions as may be required by the Senate, at no further costs to the Senate of Canada. These sessions will explain and introduce employees to the EFAP and its services. Sessions will be fully bilingual, will accommodate up to 20 participants and will be on average one hour each in duration.

- a. Additional information sessions that provide a more in-depth overview of the EFAP will be provided to select Senate employees. The purpose of these additional sessions are to:
 - Explain the program its purpose and benefits;
 - To define the role of key personnel in the delivery of the program;
 - To facilitate and provide understanding to participants on how to obtain assistance when appropriate;
 - How to use the EFAP on a consulting basis; and
 - Understand voluntary referrals, peer referrals, management and union assisted referrals
- **Wellness and Education Seminars.** During the term of the contract, the selected Contractor shall provide twelve (12) one-hour wellness and education sessions per calendar year, at no further costs to the Senate of Canada. These sessions

may be offered in any or all Senate locations, either online or on-site and in accordance with identified needs by the Senate's EFAP coordinator. The selection may be based on the following list (but not limited to) of EFAP related topics:

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

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

Counseling Services

- I Intake and counselling services must be provided in both official languages and the contractor, upon request by the user must be able to provide services that respond to the Senate's diverse workforce.
- II All intake personnel must be fully trained to deal with all personal crises and must have immediate access to health professionals or community resources.

Emergency Situations

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

Appointments

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

7. Reporting Requirements

Individual case management reports must be submitted both electronically and via hard copy within three (3) business days when requested.

Monthly, quarterly and annual reports must be submitted electronically and/or via hard copy to the Senate's designated EFAP Contact.

The required reports will include but not be limited to:

- Program Evaluation and Statistical Reporting which include the number of cases (quarterly and year-to-date), organizational distribution, types of issues, consulting services provided.
- Program Satisfaction Surveys (while observing the program principles of confidentiality and anonymity), an annual report outlining the Satisfaction Survey results will be provided to the EFAP Coordinator.

8. Client Confidentiality

The Contractor must ensure complete client confidentiality and have the following:

- a. controls in place to monitor and supervise staff; complaint resolution mechanisms and procedures in place;
- b. follow-up procedure process; statistical data gathering and report systems and reports, including client satisfaction data; and
- c. practices and procedures that ensure client confidentiality regarding records, appointments, release of information, file-keeping procedures, including safeguarding of client files, etc.
- d. protocols in place to manage information breaches that would include client communications;

9. Quality Assurance Program

The Contractor will have a quality assurance program in place that will take into consideration the following:

- a. Counselor selection, retention and replacement process.
- b. Ensure that the service provider(s) meets the established qualifications on an ongoing basis;
- c. Select and replace a client Account Representative, as necessary;
- d. Advise the Senat of changes to the client Account Representative;
- e. Advise the Senat of any changes to programs, services, delivery models, etc.;
- f. Ensure that the client satisfaction survey is provided to all Eligible Users;
- g. Compile the results of the client satisfaction surveys and how they will be reported back to the Senat Project Manager; and
- h. Act on client satisfaction results, including how the results are taken into consideration when reviewing services, service delivery, access, and administrative processes.
- i. Ensure a complaint resolution process is in place.

ANNEX “B” – BASIS OF PAYMENT

Pricing is all inclusive. No additional cost shall be paid separate from this contract.

<u>Term</u>		<u>Cost per month</u>	<u>Total</u>
Year one (2021)	12 months	\$	\$
Year two (2022)	12 months	\$	\$
Year three (2023)	12 months	\$	\$
Option years			
1st option year (2024)	12 months	\$	\$
2 nd option year (2025)	12 months	\$	\$
Total			\$

	Cost per Training / Information Session
Additional Training/Information sessions over and above those outlined in the SOW	

Company Name: _____


Name of Representative: _____

Signature: _____ Date: _____

ANNEX “C” – LANGUAGE PROFICIENCY

Language Proficiency Grid Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas. 	A person reading at this level can: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.

ANNEX "D" – DIRECT DEPOSIT FORM



FINANCES AND PROCUREMENT DIRECTORATE
Supplier Creation &
Direct Deposit Enrollment Form

Protected once completed

For internal use only _____

Supplier ID Code _____

INSTITUTION AND ACTION REQUIRED - Please select:

Create - Senate of Canada

Reason for action:

Section 1 - SUPPLIER DETAILS

LEGAL NAME: _____ Tel: _____

OPERATING NAME: _____ Tel: _____

ADDRESS:

Street No. /PO BOX: _____ Postal Code/Zip: _____

City: _____ Province / State: _____ Country: _____

Remittance Address if different from above:

Street No. /PO BOX: _____ Code Postal/Zip: _____

City: _____ Province / State: _____ Country: _____

HST/GST (if applicable Corporation) _____

Social Insurance Number (for Contractor) _____

Section 2 - SUPPLIER PAYMENT DETAILS

CANADIAN \$
 OTHER CURRENCY _____ (By Cheque Only)

Method of Payment:

CHEQUE
 ICND \$! DIRECT DEPOSIT - Please Attach a blank "VOIDED" cheque or other related banking documents - Recommended

Direct Deposit Email Payment Notification:

EMAIL Address 1: _____

EMAIL Address 2: _____

Section 3 - CONSENT

I give consent to the Senate of Canada to pay the invoices for the supplier identified in Section 2 through Direct Deposit to the financial institution that I have designated through the attach cheque with "VOID" written on it or my other attached related banking documents.

Name: _____

Signature: _____ Date: _____

COMMENTS: _____

Please submit the completed and signed form (and attachment) to the Senate Procurement Division by e-mail at:

Proc-Appr@sen.parl.gc.ca

Proc_2018-05-16