



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Employee Assistance Program	
<b>Solicitation No. - N° de l'invitation</b> 47419-223560/A	<b>Date</b> 2021-01-27
<b>Client Reference No. - N° de référence du client</b> 1000353560	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZH-107-38979	
<b>File No. - N° de dossier</b> 107zh.47419-223560	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-02-17</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Drolet, Tanya	<b>Buyer Id - Id de l'acheteur</b> 107zh
<b>Telephone No. - N° de téléphone</b> (613) 858-6224 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Training and Specialized Services Division/Division de la  
formation et des services spécialisés  
Terrasses de la Chaudière 5th Floor  
Terrasses de la Chaudière 5e étage  
10 Wellington Street,  
10, rue Wellington,  
Gatineau  
Québec  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## TITLE

Bid solicitation # 47419-223560/A is for the provision of the following professional services: Employee Assistance Program (EAP) services for Canada Border Services Agency (CBSA).

## 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 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.

The Attachments include the Pricing Schedule, Technical Criteria and Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Task Authorization (TA) Form 572, the Sample MS Office Excel Spreadsheet for Period Usage Reports – Contracts with TAs and any other annexes.

### 1.2 Summary

1.2.1 To provide Employee Assistance Program (EAP) services for Canada Border Services Agency (CBSA) employees located across Canada, in both of Canada's official languages, on an "as and when requested" basis. EAP Services include the following and are further defined in Annex A:

- a) Intake Services;
- b) Short-Term Counselling Services;
- c) Crisis Intervention Services;
- d) Specialized Consultation Services;
- e) Advisory Services for Leaders and union representatives;
- f) Critical Incident Stress Management (CISM) Services;
- g) Well-Being documentation;
- h) Orientation and Wellness Sessions;
- i) Newsletters;
- j) Promotional and information materials;
- k) National EAP Account Manager;
- l) Website and Secure Web Portal;
- m) Facilities for face-to-face counselling and Advisory Services.

The period of the contract will be from April 1, 2021 to March 31, 2024, with the option to extend the contract by three additional one year periods under the same conditions.

1.2.3 The requirement is limited to Canadian services.

1.2.4 This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Gwich'in Comprehensive Land Claims Agreement
- Inuvialuit Final Agreement
- Tlicho Land Claims Agreement
- Ta'an Kwach'an Council Final Agreement
- Kwanlin Dun First Nation Final Agreement
- Tr'ondëk Hwëch'in Final Agreement

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.2.6 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](#) (2020-05-28) 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: 90 days

## 2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit **via e-post Connect** by the date and time indicated on page one of the bid solicitation.

**Note:** For bidders needing to register with epost Connect the email address is: [tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca). **Interested Bidders must register a few days prior to solicitation closing date.**

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC 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 the information required in the Attachment 1 to Part 5 - Certifications and additional information form before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

#### **(a) Epost Connect Bid Submission**

- (i) Canada requires that the Bidder submit their electronic bid in accordance with section 08 of the [2003](#) Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- (ii) The bid must be gathered per section and separated as follows:
  - (A) Section I: Technical Bid
  - (B) Section II: Financial Bid
  - (C) Section III: Certifications and Additional Information
- (iii) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (iv) For further information please refer to article 08 - Transmission by facsimile or by epost Connect at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>.

#### **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 in a thorough, concise and clear manner for carrying out the work.

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

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

#### **Section II: Financial Bid**

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.
- B.** Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

- C. When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the Electronic Payment Instruments section of Attachment 1 to part 5 – Certifications and Additional Information, to identify which ones are accepted.

If the section, Electronic Payment Instruments, is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **Section III: Certifications and Additional Information**

In Section III of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

Certifications:

- 1) Bidders must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 1 to Part 5 - Certifications and Additional Information.
- 2) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- 3) The form should be signed.

### **ATTACHMENT 1 to PART 3 - PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid, for each of the periods specified, its quoted all-inclusive fixed hourly rate (in Can \$), firm lot price per package or session and the estimated cost for the other direct expenses.

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

The prices and rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the bid solicitation required to be done, delivered or performed for all the services.

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

*See the attached Excel spreadsheet (Attachment 1 to Part 3)*

**ATTACHMENT 1A TO PART 3 - Historical Data**

Number of New Clients for Short-Term Counselling Services in one Fiscal Year (2018-2019) in each CBSA Region for information purpose only:

<b>Region:</b>	<b>Number of New Clients</b>
Pacific	401 (19%)
Prairies	156 (7%)
Southern Ontario	260 (12%)
Greater Toronto Area	295 (14%)
Northern Ontario	132 (6%)
Headquarters	355 (17%)
Quebec	374 (18%)
Atlantic	150 (7%)

Number of Wellness Sessions delivered during one Fiscal Year (2018-2019) in each CBSA Region for information purpose only:

<b>Region:</b>	<b>Number of Sessions</b>	<b>Number of Participants</b>
Pacific	3	Up to 35 per session
Prairies	19	Up to 35 per session
Southern Ontario	11	Up to 35 per session
Greater Toronto Area	42	Up to 35 per session
Northern Ontario	18	Up to 35 per session
Headquarters	19	Up to 35 per session
Quebec	14	Up to 35 per session
Atlantic	0	Up to 35 per session

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## **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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 General**

- (a) Canada will conduct the Phased Bid Compliance Process (PBCP) described below for this requirement ONLY if Canada receives 4 or fewer Bids by the bid solicitation closing date.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) [2003](#) (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or

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pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive to the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be

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evaluated until Phase III.

- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

##### **4.1.2.1 Joint-Venture Experience**

- a) 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.

- b) 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.

- c) 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 submit 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:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) 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.

#### 4.1.2.2 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

#### 4.1.3 Financial Evaluation

4.1.3.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

#### 4.2 Basis of Selection – Highest Combined Rating of Technical Merit [60%] and Price [40%]

- 4.2.1.1 To be declared responsive, a bid must:
- (a) comply with all the requirements of the bid solicitation;
  - (b) meet all the mandatory evaluation criteria; and
  - (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- 4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 40$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).
- 4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 60$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
- 4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .
- 4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.
- 4.2.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OSi x 60)</b>	<b>Pricing Score (LP/Pi x 40)</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 60 = 53.33	50/60 x 40 = 33.33	86.66
<b>Bidder 2</b>	98/135 x 60 = 43.55	50/55 x 40 = 36.36	79.91
<b>Bidder 3</b>	82/135 x 60 = 36.44	50/50 x 40 = 40.00	76.44

**ATTACHMENT 1 to PART 4 - TECHNICAL CRITERIA**

**Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>No.</b>	<b><u>Mandatory Technical Criteria</u></b>
<b>MT1</b>	<p>The Bidder must demonstrate that they have been in business for a minimum of 5 years as of the bid solicitation closing date, providing the Employee Assistance Program (EAP) Services listed in Annex A Statement of Work (SoW), section 4.1.1. a), b), c) e) and f).</p> <p>In case of a joint venture, at least one (1) member of the joint venture must meet the minimum 5 year requirement.</p> <p>In order to demonstrate compliance the Bidder must provide one of the following supporting documents:</p> <ul style="list-style-type: none"> <li>• A copy of the business name Registration Certificate confirming the number of years the Bidder has been in business; or</li> <li>• A copy of the Provincial or Territorial Business Corporation Registration Certificate confirming the number of years the bidder has been in business; or</li> <li>• A copy of the Federal Business Incorporation Registration Certificate confirming the number of years the Bidder has been in business</li> </ul> <p>The Bidder must also include their 1-800 number and website to verify the services provided as per the SoW.</p>
<b>MT2</b>	<p>The Bidder must be accredited by the Council on Accreditation (COA) for EAP services. To demonstrate compliance the Bidder must include a copy of the Certificate of Membership with the bid.</p>
<b>MT3</b>	<p>The Bidder must propose a bilingual National Account Manager with a minimum of 2 years of experience within the past 5 years of the bid solicitation closing date, providing Account Management Services for an organization of at least 10,000 employees, with the tasks and responsibilities described in section 4.2.11 a, b and e of Annex A Statement of Work.</p> <p>In order to demonstrate compliance, the Bidder must provide the resume of the National Account Manager.</p>
<b>MT4</b>	<p>The Bidder must hold, or must have held, at least 2 EAP Services contracts after October 1<sup>st</sup>, 2015 for 2 different unionized external client organization(s) with a minimum of 10,000 employees each. The contracts must include Intake Services (including documenting client contact information, ensuring the employee is eligible for the services, obtaining emergency contact information, gathering information on the area of concern for the client and performing a risk assessment) and Short-Term Counselling Services (including in person, chat, e-mail, videoconference and telephonic counselling) .</p> <p>The Bidder must provide at a minimum the following information:</p> <ol style="list-style-type: none"> <li>1) Contract number and date;</li> <li>2) Client organization name and contact name for validation purposes;</li> <li>3) Overview of the Scope and Statement of Work;</li> <li>4) A copy of an invoice (monthly invoice)</li> <li>5) Organization contact for reference (for validation purposes)</li> </ol>

	<p><i>Canada reserves the right to request a copy of the contracts and contact the references in order to validate the information provided in the bid.</i></p>
<p><b>MT5</b></p>	<p>The Bidder must demonstrate that they have provided a minimum of 2 years of face-to-face counselling services, across Canada, to a minimum of 500 counselling clients per year since October 1<sup>st</sup> 2015 to external organizations with the following constraints:</p> <ul style="list-style-type: none"> <li>• A minimum of 125 clients must have been provided with face-to-face counselling in a minimum of 5 different Canadian provinces;</li> <li>• The counselling sessions must have been delivered in a facility provided by the Bidder;</li> </ul> <p>To demonstrate compliance the Bidder must provide a list of counselling services with the following information:</p> <ul style="list-style-type: none"> <li>○ An overview of the services provided;</li> <li>○ The types of services;</li> <li>○ The location where the counselling services were provided;</li> <li>○ The start and end dates (yyyy/mm to yyyy/mm) the counselling service were provided;</li> <li>○ The number of clients provided with the services for each location.</li> </ul> <p>The names of at least two external organizations, and their contact information, must be provided as references to validate the Contractor's experience performing the face-to-face counselling services.</p>
<p><b>MT6</b></p>	<p>The Bidder must demonstrate that they have provided Crisis Intervention counselling with 24 hours per day, 365 days per year access through a toll-free telephone number as described in section 4.2.3 of the statement of work. The crisis intervention counselling services must have been offered to external organization(s) with a minimum of 5,000 employees across Canada for at least two consecutive years since October 1<sup>st</sup>, 2015.</p> <p>The Bidder must provide the following information:</p> <ol style="list-style-type: none"> <li>1) Start date of the services;</li> <li>2) Client organization name and contact name for validation purposes;</li> <li>3) Number of employees;</li> <li>4) Number of calls made to the Crisis Intervention counselling line per month.</li> </ol> <p><i>*Canada reserves the right to contact the references in order to validate the information provided in the bid.</i></p>
<p><b>MT7</b></p>	<p>The Bidder must have delivered a minimum of 50 in-person and 50 virtual Wellness sessions of a duration between 1 and 3 hours to external organizations, in at least four of the seven following areas since October 1<sup>st</sup>, 2015:</p> <ul style="list-style-type: none"> <li>• Mental health/emotional health issues</li> <li>• Stress</li> <li>• Family-related issues</li> <li>• Work-related issues</li> <li>• Substance abuse</li> <li>• Career transitions</li> <li>• Covid</li> </ul> <p>To demonstrate compliance, the Bidder must provide the following information for the 100 sessions:</p> <ol style="list-style-type: none"> <li>1) Name and description of the sessions;</li> <li>2) Client organizations;</li> <li>3) Number of participants;</li> <li>4) Date and duration of the sessions; and</li> </ol>

	<p>5) Location (for the in-person sessions).</p> <p><i>Canada reserves the right to request a copy of the synopsis of any educational session for validation purposes.</i></p>
<b>MT8</b>	<p>The Bidder must have a website with EAP information including a minimum of 50 wellness-related articles in both of Canada's official languages.</p> <p>The Bidder must have a bilingual secure web portal for the online counselling services.</p> <p>The Bidder must provide the website URL and screen shots of the secure web portal that demonstrates compliance.</p>
<b>MT9</b>	<p>The Bidder must have provided 20 onsite Critical Incident Stress Management (CISM) debriefing sessions as described in section 2.4 (definition of debriefing) of Annex A Statement of Work. The CISM services must have been offered to external organizations with a minimum of 5,000 employees, across Canada, since October 1<sup>st</sup>, 2015.</p> <p>To demonstrate compliance the Bidder must provide:</p> <ul style="list-style-type: none"> <li>o An overview of the services provided;</li> <li>o The city where the onsite debriefing sessions were provided;</li> <li>o The start and end dates (yyyy/mm to yyyy/mm) of the debriefing sessions;</li> </ul> <p>The client organization name, number of employees and contact information.</p>
<b>MT10</b>	<p>a) The Bidder must have a toll-free telephone number(s) in English and French, for the following services:</p> <ul style="list-style-type: none"> <li>- Intake Services</li> <li>- Crisis Intervention Counselling (accessible 24 hours per day, 365 days per year)</li> </ul> <p>To demonstrate compliance the Bidder must include their current toll-free number(s) in the bid submission. Website references for this criterion will not be accepted.</p> <p>b) The Bidder must have a toll-free text telephone access (TTY) in both official languages, for persons with hearing disabilities for the same services and same accessibility times as criterion a) above. To demonstrate compliance the Bidder must include their current TTY number in their bid. <b>The use of a relay operator is not acceptable for TTY counselling and will not be considered for this criterion.</b></p>
<b>MT11</b>	<p>The Bidder must have an established contingency plan outlining how they will ensure continuity of services in the event of a pandemic. The pandemic plan (maximum 5 pages) must be submitted with the bid and must include, at a minimum, the following three elements:</p> <ul style="list-style-type: none"> <li>• the name of the team or individual responsible for the implementation of the pandemic plan as well as their back-up;</li> <li>• the list of services deemed essential and how these will be maintained; and</li> <li>• the process to be used to make this information available to CBSA employees.</li> </ul>

**\* References Substantiation**

The purpose of the reference is for verification purposes only. Bidders are encouraged to inform their references that CBSA may be contacting them via email or by telephone to validate the information during the bid evaluation period.

The response received from a reference will be used to determine the validity of the information submitted by the Bidder for each applicable criterion, as follows:

1. An email may be sent to the reference within 3 weeks of solicitation closing to verify the information provided by the Bidder and the reference will have 3 business days to submit a response.
2. If no response is received, CBSA will send a reminder within 3 business days of the deadline to submit a response within 2 business days.
3. If no response is received after the reminder, the relevant technical criterion will be considered as not met due to the inability to validate the information provided and the bid will be deemed non-responsive.
4. If a response is received past the deadline given, the technical criterion will be considered as not met and the bid will be deemed non-responsive.
5. If the reference partially validates the information or declines to validate the information provided by the Bidder, the technical criterion will be considered as not met and the bid will be deemed non-responsive.
6. If the reference validates the information provided by the Bidder, the relevant technical criterion will be considered as met.

### **Point Rated Technical Criteria**

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

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

<b>Point Rated Technical Criteria (RT)</b>			
<b>Number</b>	<b>Point Rated Technical Criterion</b>	<b>Rating Scale</b>	<b>Maximum Points</b>
<b>RT1</b>	<b>Corporate Experience</b>		<b>10 Points maximum</b>
<b>RT1.1</b>	Further to MT1, bidders will be awarded points for the number of years they have been in business in excess of the mandatory minimum.	<b>10 points</b> for 25 or more years <b>8 points</b> for 20 to 25 years <b>6 points</b> for 15 to 20 years <b>4 points</b> for 10 to 15 years <b>2 points</b> for 5 to 10 years	10 points maximum
<b>RT2</b>	<b>Resource Diversity</b>		<b>10 Points maximum</b>
<b>RT2.1</b>	The Bidder should identify all of the languages, other than English or French, they have available for online or telephone counselling services.  To demonstrate compliance the Bidder should provide the names of the counsellors and identify the additional languages available. The Bidder may list all the counsellors available with additional languages, however, no additional points will be awarded for more than 5 additional languages or more than 4 counsellors.	6 points: five or more additional languages across at least 4 counsellors.  4 points: three to four additional languages across at least 3 counsellors.  2 points: one to two additional languages across at least 2 counsellors.	6 points maximum

<b>RT2.2</b>	The Bidder should provide copies of the policies currently in place (e.g. hiring practices) to ensure that the professional counsellor network reflects the heritage and diversity of Canada's population.	The Bidder will be awarded points for submitting copies of the policies in place which meet the criterion. (4 points)  The Bidder has no policies in place. No answer. (0 points)	4 points maximum
<b>RT3</b>	<b>Education</b>		<b>10 Points maximum</b>
<b>RT3.1</b>	The Bidder should provide a list of the names of their professional counsellors who offer online or telephone counselling and who possess training in the following areas, in addition to the minimum qualifications listed in section 7.6 of the SOW:  1. Cross-Cultural counselling (including on issues of clients' experiences of racism and discrimination);  2. Counselling to individuals of the LGBTQ2+ (lesbian, gay, bisexual, transgender, queer/questioning, two-spirit, and others (LGBTQ2+)) community; and  3. Counselling individuals with disabilities	The Bidder demonstrates that they have 25 professional counsellors trained in each of the additional areas listed. The Bidder may list the names of the counsellors identifying the areas of training each has and each counsellor may be listed up to 3 times (once per each area of training). A minimum of 25 counsellors to a maximum of 75 counsellors should be listed in order to be awarded points. (10 points)  The Bidder demonstrates that they have 10 professional counsellors trained in each of the additional areas listed. The Bidder may list the names of the counsellors identifying the areas of training each has and each counsellor may be listed up to 3 times (once per each area of training). A minimum of 10 counsellors to a maximum of 30 counsellors should be listed in order to be awarded points. (5 points)	10 points maximum
<b>RT4</b>	<b>Experience</b>		<b>10 Points maximum</b>
<b>RT4.1</b>	The Bidder should provide a list of the names of their professional counsellors who offer online or telephone counselling and who have experience in the following areas, in addition to the minimum qualifications listed in section 7.6 of the SOW:  1. Cross-Cultural counselling (including on issues of clients' experiences of racism and discrimination)  2. Counselling to individuals of the LGBTQ2+ (lesbian, gay, bisexual, transgender, queer/questioning, two-spirit, and others (LGBTQ2+)) community  3. Counselling individuals with disabilities	The Bidder demonstrates that they have 25 professional counsellors with experience in each of the additional areas listed. The Bidder may list the names of the counsellors identifying the areas of experience each has and each counsellor may be listed up to 3 times (once per each area of experience). A minimum of 25 counsellors to a maximum of 75 counsellors should be listed in order to be awarded points. (10 points)  The Bidder demonstrates that they have 10 professional counsellors with experience in each of the additional areas listed. Bidders may list the names of the counsellors identifying the areas of experience each has and each counsellor may be listed up to 3 times (once per each area of experience). A minimum of 10 counsellors to a maximum of 30 professional counsellors should be listed in order to be awarded points. (5 points)	10 points maximum
<b>RT5</b>	<b>Services Approach and Methodology</b>		<b>53 points maximum</b>
<b>RT5.1</b>	<b>Intake Services</b>	Bidder describes a process used to monitor intake services with support documents to ensure quality of the intake service. (4 points)	4 points maximum

	Quality Assurance monitoring process of the intake services	Bidder does not have a process or support documents that monitors intake services to ensure quality of the intake services. (0 points)	
<b>RT5.2</b>	<b>Short-term counselling</b>  The Bidder should demonstrate their approach and methodology for case management of short-term counselling cases within a 6-hour counselling model.	The Bidder provides evidence of the following:  1) Documentation, Processes, and Guidelines that reflect the 6- hour model would be provided to intake services resources. (4 points)  2) Documentation, Processes, and Guidelines that reflect the 6- hour model would be provided to professional counsellors. (4 points)  3) Standardized processes and forms documenting an assessment and intervention plan are used at first meeting with each Client. These would include, but would not be limited to, number of sessions estimated for resolution of issue, and the recommended referral, as appropriate. (4 points)	12 points maximum
<b>RT5.3</b>	<b>Professional Consultation and Advisory services</b>  The Bidder should describe their approach and methodology in providing professional consultation and advisory services to managers.	The Bidder provides evidence of the following:  Assessment process differentiates between the need for professional consultation and advisory services as opposed to counselling services. (3 points)  Process that explores options such as, but not limited to coaching, professional consultation, and advisory services. (2 points)  Referral process that explores appropriate options, such as but not limited to: Human resources, conflict resolution, organizational development, team building. (2 points)	7 points maximum
<b>RT5.4</b>	<b>Information and Educational Sessions</b>  The Bidder should identify the one-hour informational and educational sessions they offer to their clients in the following areas by providing a brief description including the title, objectives and overview of the sessions:  1. Mental health/emotional health issues 2. Stress 3. Family-related issues 4. Work-related issues 5. Substance abuse 6. Career transitions	Excellent range of topics of information and educational sessions. Includes all six (6) areas listed. (15 points)  Good range of topics of information and educational sessions. Includes the first four topics listed, and one of topics 5 or 6. (10 points)  Limited range of topics of information and educational sessions. Includes 1 to 4 of the six topics listed. (5 points)  No description of topics of information and educational sessions. (0 points)	15 points maximum

	The descriptions provided by the Bidder should not exceed one page, single spaced.		
<b>RT5.5</b>	<b>Website</b> The Bidder should describe the information available on their website for clients.	<p>Excellent variety of information available on website including a multimedia library offering over 30 video recordings or podcasts on topics related to health and wellness, <b>and</b> over 200 articles. <b>(15 points)</b></p> <p>Good variety of information available on website including a multimedia library offering between 10 and 30 video recordings or podcasts on topics related to health and wellness, <b>and</b> between 100 and 200 articles. <b>(7 points)</b></p> <p>Limited variety of information available on website including a multimedia library offering 5-9 video recordings or podcasts on topics related to health and wellness, and between 60 and 99 articles. <b>(2 points)</b></p>	15
<b>RT6</b>	<b>Organizational Practices</b>		<b>26 points maximum</b>
<b>RT6.1</b>	<b>Clinical Supervision</b>  The Bidder should demonstrate the controls in place to monitor and supervise their professional counsellors, including those involved in online-counselling.  i) Frequency  The Bidder should explain the method and frequency with which clinical supervision occurs.  ii) File Monitoring  The Bidder should describe the measures in place to ensure that professional standards for file monitoring are adhered to. The Bidder should identify the file monitoring standards of the professional organization in the detailed explanation.	<p><u>i) Frequency</u></p> <p>Systematic and regular clinical supervision meetings between clinical supervisor and professional counsellors (More than once each month). (8 points)</p> <p>Less frequent clinical supervision meetings between clinical supervisor and professional counsellors (Once each month). (6 points)</p> <p>Infrequent clinical supervision meetings between clinical supervisor and professional counsellors (Less than once each month but more than six times per year). (4 points)</p> <p>Access by professional counsellors to clinical supervisor only upon request. (2 points)</p> <p>No access by professional counsellors to clinical supervisor. (0 point)</p> <p><u>ii) File Monitoring</u></p> <p>Bidder describes a process used to ensure that professional standards for file monitoring are adhered to; identifies the currently used file monitoring standards of a professional organization. (4 points)</p> <p>Bidder does not describe a process to ensure that professional standards for file monitoring are adhered to. (0 points)</p>	<p>i)8 points maximum</p> <p>ii)4 points maximum</p>

<b>RT6.2</b>	<p>Complaints Investigation and Follow-up</p> <p>The Bidder should describe their complaint resolution mechanisms and procedures including, but not limited to:</p> <ul style="list-style-type: none"> <li>a) Receiving and addressing complaints to the Bidder from Clients receiving EAP services.</li> <li>b) Receiving and addressing complaints to the Bidder from a representative of the client organization concerning Client service issues.</li> </ul>	<p>Step-by-step complaint resolution process indicating mechanisms and procedures to receive and address complaints from either a Client directly or the representative of the client organization. Process must meet requirements described in Section 4.2.11 of the SOW. The Bidder can provide their Complaint Resolution Policy which should include, but is not limited to:</p> <ul style="list-style-type: none"> <li>1. Complaint Follow-up process</li> <li>2. Identification of unit mandated with complaint resolution</li> <li>3. Identification of levels within Bidder's organization tasked to address/resolve complaints</li> <li>4. Options for resolution</li> <li>5. Reports documenting complaints and resolutions</li> <li>6. Measures to address complaints (including additional training for counsellor)</li> <li>7. Disciplinary process</li> </ul> <p>(2 points each)</p>	<p>14 points maximum</p>
<b>Minimum/Maximum points (70% minimum required overall)</b>			<b>83.3/119</b>

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract by using the Attachment 1 to Part 5.

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.

Solicitation No. - N° de l'invitation  
47419-223560/A  
Client Ref. No. - N° de réf. du client  
47419-223560

Amd. No. - N° de la modif.  
File No. - N° du dossier  
47419-223560

Buyer ID - Id de l'acheteur  
107ZH  
CCC No./N° CCC - FMS No./N° VME

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**ATTACHMENT 1 TO PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

*See attached PDF fillable Form: Attachment 1 to part 5 – Certifications and Additional Information*

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

### **6.1 Financial Capability**

SACC *Manual* clause [A9033T](#) (2012-07-16) Financial Capability

### **6.2 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **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 Work**

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

#### **7.1.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### **7.1.2 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Work to be performed using a TA is:

- a) Onsite Critical Incident Stress Management (CISM) Services;
- b) Orientation and Wellness Sessions; and
- c) Additional Promotional and information material.

##### **7.1.2.1 Task Authorization Process**

- A.** Work described at Annex A, Statement of Work, as listed in 7.1.2, will be performed under the Contract on an "as and when requested basis".
- B.** With respect to the Work mentioned under paragraph A of this clause,
  - 1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;

2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex E, Task Authorization Form. An authorized TA is a completed Annex E signed by the TA Authority.

**C. TA Authority and Limit**

The Project Authority, CBSA EAP managers and CBSA EAP Coordinator-Counsellor (for onsite CISM Services and Orientation and Wellness Sessions) may authorize individual TAs inclusive of any revisions up to a limit of \$10,000.00, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

- D.** The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.7.2 (Canada's Total Liability, Portion of the Work - Cumulative Total of all authorized TAs,) not being exceeded.

**E. TA Process**

- 1) For each task, or revision of a previously authorized task, the TA Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex E. The Onsite Critical Incident Stress Management (CISM) Services will be authorized via telephone or e-mail and will be evidenced for administrative purposes only, through a signed TA form within 3 working days of the request.
- 2) The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- 3) The Contractor must provide the following:
  - i) For **Onsite Critical Incident Stress Management (CISM) Services**: The Contractor must provide to the requestor (CBSA EAP Coordinator-Counsellor or CBSA EAP manager), within 2 hours of its receipt, the proposed resource name that meet the qualifications as stated in section 7.4 of the SOW.
  - ii) For **Orientation and Wellness Sessions**: The Contractor must provide to the requestor (CBSA EAP Manager or CBSA EAP Coordinator-Counsellor), within 5 calendar days of its receipt, the proposed resource name and a proof that the resource meet the qualifications as stated in section 7.3 of the SOW (for Wellness Sessions only), the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
  - iii) For **Additional Promotional and information material**, the Contractor must provide to the CBSA EAP Manager, within 10 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. Material should be received within 3 weeks.

- 4) The Contractor must not commence work until a TA authorized has been received (written or oral) by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.
  - 5) With the exception of Onsite CISM Services, for each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex E, Task Authorization Form containing as a minimum:
    - i) the task or revised task description of the Work required, including:
      - a) the details of the activities or revised activities to be performed;
      - b) a description of the deliverables or revised deliverables to be submitted; and
      - c) a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
    - ii) the Contract basis (bases) of payment applicable to the task or revised task; and
    - iii) the Contract method(s) of payment applicable to the task or revised task.
- F.** Within the timelines identified above in E.3, the Contractor must provide the TA Authority with a signed and dated response to the TA prepared and submitted using the TA form received from the TA Authority, containing as a minimum:
1. the total estimated cost proposed for performing the task or, as applicable, revised task; and
  2. a breakdown of that cost in accordance with Annex B; and
  3. for each resource proposed by the Contractor for the performance of the Work required:
    - i. the name and title of the proposed resource.

**G.** TA Authorization

1. The TA Authority will authorize the TA based on:
  - the request submitted to the Contractor pursuant to paragraph E of this clause;
  - the Contractor's response received, submitted pursuant to paragraph F of this clause; and
  - the agreed total estimated cost for performing the task or, as applicable, revised task.
2. The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format) as per Annex A Statement of Work.

**H.** Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MS Office Excel), the data elements specified in paragraphs H.3 and H.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Technical Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31; and  
4th quarter: January 1 to March 31.

A sample MS Office spreadsheet containing the data elements contained in paragraphs H.3 and H.4 of this clause is provided in Annex D.

3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
- the TA number appearing on the TA form;
  - the date the task was authorized appearing on the TA form;
  - the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
  - the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, then 2, etc.:
  - the TA revision number;
  - the date the revision to the task was authorized;
  - the authorized increase or decrease (Applicable Taxes extra);
  - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
  - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
  - the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
  - the total amount, exclusive of Applicable Taxes, expended to date against each authorized task
  - the total amount of Applicable Taxes invoiced;
  - the total amount paid, Applicable Taxes included;
  - the start and completion date of the task (as last revised, as applicable); and
  - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
- the sum (Applicable Taxes extra) specified in clause 7.7.2, Canada's Total Liability, Portion of the Work - Cumulative Total of all Authorized TAs, as last amended;
  - the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
  - the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
  - the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
  - the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

#### **7.1.2.2 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### **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](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **7.2.2 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements

of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **7.3 Security Requirements**

**7.3.1** 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 April 1, 2021 to March 31, 2024 inclusive.

#### **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 3 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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.

#### **7.4.3 Option to Extend - Transition Period**

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 Canada may, at its discretion, extend the Contract by a period of 1 month 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 15 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

#### **7.4.4 Comprehensive Land Claims Agreements (CLCAs)**

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Gwich'in Comprehensive Land Claims Agreement
- Inuvialuit Final Agreement
- Tlicho Land Claims Agreement
- Ta'an Kwach'an Council Final Agreement
- Kwanlin Dun First Nation Final Agreement
- Tr'ondëk Hwëch'in Final Agreement

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Tanya Drolet  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Training and Specialized Services Division  
Les Terrasses de la Chaudière  
10 Wellington, Gatineau, QC K1A 0S5

Telephone: 613-858-6224

E-mail: [tanya.drolet@tpsgc-pwgsc.gc.ca](mailto:tanya.drolet@tpsgc-pwgsc.gc.ca)

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

### **7.5.2 Project Authority** *(to be completed at contract award)*

The Technical Authority for the Contract is:

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Technical 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 Technical Authority; however, the Technical 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.

### **7.5.3 Contractor's Representative** *(to be completed at contract award)*

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### **7.6 Proactive Disclosure of Contracts with Former Public Servants** *(if applicable)*

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 - Limitation of Expenditure**

##### **7.7.1.1 Professional Services**

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For the Work described in sections 4.1.1 of the Statement of Work in Annex A:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with Tables 1.1 to 1.6 of the Basis of Payment in Annex B to a limitation of expenditure of \$\_\_\_\_\_ (to be completed at contract award). Customs duties are included, and Applicable Taxes are extra.

#### **7.7.1.2 Authorized TA**

##### **a) TA subject to a Limitation of Expenditure – Professional Fees**

For the Work described in section 4.1.2 (a) of the Statement of Work in Annex A (Onsite Critical Incident Stress Management (CISM) Services):

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work specified in the authorized TA in accordance with the basis of payment in Annex B Table 1.7 to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

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

##### **b) TA - Firm Lot Price – Other Services**

For the Work described in section 4.1.2 (b) of the Statement of Work in Annex A (Orientation and Wellness Sessions):

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price specified in the authorized TA, determined in accordance with the basis of payment in Annex B Table 2.1. Customs duties are included and Applicable Taxes are extra.

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

##### **c) TA Subject to a Limitation of Expenditure - Other Direct Expenses**

For the Work identified in section 4.1.2 (c) of the Statement of Work in Annex A (Additional Promotional and information materials):

The Contractor will be reimbursed for the fees reasonably and properly incurred in the performance of the Work, as specified in the authorized Task Authorization (TA), at cost, with no allowance for profit and/or administrative overhead. All payments are subject to government audit. Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA, Customs duties are included and Applicable Taxes are extra.

#### 7.7.2 Canada's Total Liability

- A. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(to be completed at contract award)*. Customs duties are included and Applicable Taxes are extra.
- B. 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:
1. when it is 75 percent committed, or
  2. four (4) months before the Contract expiry date, or
  3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- C. 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.

#### 7.7.2.1 Portion of the Work - Cumulative Total of all authorized TAs

- A. With respect to the portion of the Work that is to be performed under the Contract on an "as and when requested basis", Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ *(to be completed at contract award)*. Customs duties are included and the Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
1. when it is 75 percent committed, or
  2. four (4) months before the contract expiry date,
  3. as soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions,
- whichever comes first.
- D. 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.

### **7.7.2.2 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### **7.7.3 Method of Payment**

#### **7.7.3.1 Monthly Payments – Core Services**

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

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

#### **7.7.3.2 Task Authorizations**

The following methods of payment will form part of the authorized TA for “as and when required” services. For the Work specified in an authorized TA subject to a limitation of expenditure:

##### **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.

Or

##### **Monthly Payments**

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

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

### **7.7.4 Electronic Payment of Invoices – Contract *(to be completed at contract award)***

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI).

### **7.7.5 Discretionary Audit**

SACC C0705C (2010-01-11) Discretionary Audit

## 7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. The Task Authorization number
  - b. service provided, total number of hours, cost per hour and total cost (detailed invoice) to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract; and
  - d. a copy of the invoices, receipts, vouchers for all direct expenses.
2. Invoices must be distributed as follows:
    - a. One (1) copy must be forwarded via email for certification and payment to the National EAP Manager and the following generic CBSA mailbox: [Vendors-Fournisseurs@cbsa-asfc.gc.ca](mailto:Vendors-Fournisseurs@cbsa-asfc.gc.ca). The invoice must include the total cost for the month per services.
    - b. A copy of the invoice must be forwarded via email to the Contracting Authority identified under the section entitled "Authorities" of the Contract at the following email address: [tpsgc.facturationzh-zhinvoicing.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.facturationzh-zhinvoicing.pwgsc@tpsgc-pwgsc.gc.ca). The contract number and contracting authority's name must be entered in the subject line of the email.

## 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.

### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to 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#>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.9.3 Canadian Content Certification

SACC Manual clause [A3060C](#) (2008-05-12) Canadian Content Certification

## 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](#) (2020-05-28), General Conditions - Higher Complexity - Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_. *(to be completed at contract award)*

#### **7.12 Foreign Nationals (Canadian Contractor)**

SACC *Manual* clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

#### **7.13 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. 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 Dispute Resolution**

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

#### **7.15 Canceling or Rescheduling Appointment**

- 7.15.1 Without restricting any other terms and conditions of the Contract, any scheduled appointment may be canceled or rescheduled by Canada by giving a notice to the Contractor as follow:
  - a) At least 48 hours prior to a face-to-face appointment or onsite services;
  - b) At least 48 hours prior to an Orientation or Wellness session;
  - c) At least 24 hours prior to a video appointment.

- 7.15.2 If Canada cancels or reschedules an appointment without providing a notice as stated in 7.15.1, but at least 12 hours prior to the appointment, then the Contractor will be paid as follow:
- a) One hour at 50 percent of the firm hourly rate in Annex B, for face-to-face counselling and onsite services;
  - b) One session at 50 percent of the firm lot price in Annex B, for Orientation or Wellness sessions;
  - c) One hour at 50 percent of the firm hourly rate in Annex B, for Video Counselling.
- 7.15.2 If Canada cancels or reschedules an appointment without providing a notice as stated in 7.15.1 or 7.15.2, then the Contractor will be paid for the scheduled Services at the rate or price in Annex B, Basis of Payment.

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## **ANNEX "A" - STATEMENT OF WORK**

**Appendix 1 to Annex A – CBSA Locations**  
**Appendix 2 to Annex A – CBSA statistical form**

*(please see attached)*

## ANNEX "B" - BASIS OF PAYMENT

### A- Initial Contract Period (April 1, 2021 to March 31, 2024)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified in the table below.

If time worked is more or less than an hour, the all-inclusive fixed hourly rate must be prorated to reflect the actual time worked.

#### 1.0 Professional Fees *(to be completed at contract award)*

The Contractor will be paid firm all-inclusive fixed time rates as follows:

##### 1.1 Short-Term Counselling Services

Professional counselling by form of communication	All-inclusive fixed hourly rate
Face-to-face counselling	
Online counselling	
Telephone counselling	

##### 1.2 Crisis Intervention Services

Services	All-inclusive fixed hourly rate
Crisis Intervention Services	

##### 1.3 Specialized Consultation Services

Specialized Consultation Services	All-inclusive fixed hourly rate
Legal Services	
Financial Services	
Career Services	

##### 1.4 Advisory Services

Advisory Services by form of communication	All-inclusive fixed hourly rate
Face to Face Advisory Services	
Telephone Advisory Services	

##### 1.5 Critical Incident Stress Management (CISM) Services via telephone

CISM Services	All-inclusive fixed hourly rate
Telephone CISM Services	

##### 1.6 Well-being documentation

Well-being documentation	Firm lot price per package
Documentation	

**1.7 Task Authorization - Onsite Critical Incident Stress Management (CISM) Services**

CISM Services	All-inclusive fixed hourly rate
Onsite CISM Services	

**2.0 Other Services**

**2.1 Task Authorization - Orientation and Wellness Sessions**

Services	Firm lot price per session
Orientation Session	
Wellness Session	

**3.0 Cost Reimbursable Expenses – As and When Required**

**3.1 Task Authorization - Other Direct Expenses**

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

**Allowable Categories**

**Estimated Cost**

Additional Promotional and information material (4.2.9 in excess of the 15,000 of each type): \$ \_\_\_\_\_

**2.1 B- 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 extended period of the Contract, the Contractor will be paid as specified in the table below to perform all the Work in relation to the Contract extension.

**B- Options 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 extended periods of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**1.0 Professional Fees *(to be completed at contract award)***

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified in the table below.

If time worked is more or less than an hour, the all-inclusive fixed hourly rate must be prorated to reflect the actual time worked.

**1.1 Short-Term Counselling Services**

Professional counselling by form of communication	All-inclusive fixed hourly rate		
	Option Year 1 (April 1, 2024 to March 31, 2025)	Option Year 2 (April 1, 2025 to March 31, 2026)	Option Year 3 (April 1, 2026 to March 31, 2027)

Face-to-face counselling			
Online counselling			
Telephone counselling			

**1.2 Crisis Intervention Services**

Services	All-inclusive fixed hourly rate		
	Option Year 1 (April 1, 2024 to March 31, 2025)	Option Year 2 (April 1, 2025 to March 31, 2026)	Option Year 3 (April 1, 2026 to March 31, 2027)
Crisis Intervention Services			

**1.3 Specialized Consultation Services**

Specialized Consultation Services	All-inclusive fixed hourly rate		
	Option Year 1 (April 1, 2024 to March 31, 2025)	Option Year 2 (April 1, 2025 to March 31, 2026)	Option Year 3 (April 1, 2026 to March 31, 2027)
Legal Services			
Financial Services			
Career Services			

**1.4 Advisory Services**

Advisory Services by form of communication	All-inclusive fixed hourly rate		
	Option Year 1 (April 1, 2024 to March 31, 2025)	Option Year 2 (April 1, 2025 to March 31, 2026)	Option Year 3 (April 1, 2026 to March 31, 2027)
Face to Face Advisory Services			
Telephone Advisory Services			

**1.5 Critical Incident Stress Management (CISM) Services via telephone**

CISM Services	All-inclusive fixed hourly rate		
	Option Year 1 (April 1, 2024 to March 31, 2025)	Option Year 2 (April 1, 2025 to March 31, 2026)	Option Year 3 (April 1, 2026 to March 31, 2027)
Telephone CISM Services			

**1.6 Well-being documentation**

Well-being documentation	Firm lot price per package		
	Option Year 1 (April 1, 2024 to March 31, 2025)	Option Year 2 (April 1, 2025 to March 31, 2026)	Option Year 3 (April 1, 2026 to March 31, 2027)

Documentation			
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**1.7 Task Authorization - Onsite Critical Incident Stress Management (CISM)**

CISM Services	All-inclusive fixed hourly rate		
	Option Year 1 (April 1, 2024 to March 31, 2025)	Option Year 2 (April 1, 2025 to March 31, 2026)	Option Year 3 (April 1, 2026 to March 31, 2027)
Onsite CISM Services			

**2.0 Other Services**

**2.1 Task Authorization - Orientation and Wellness Sessions**

Services	Firm lot price per session		
	Option Year 1 (April 1, 2024 to March 31, 2025)	Option Year 2 (April 1, 2025 to March 31, 2026)	Option Year 3 (April 1, 2026 to March 31, 2027)
Orientation Session			
Wellness Session			

**3.0 Cost Reimbursable Expenses**

**3.1 Task Authorization - Other Direct Expenses**

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

**Allowable Categories:**

Additional Promotional and information material (4.2.9 in excess of the 15,000 of each type):

**Estimated Cost**

Option Year 1:	April 1 <sup>st</sup> , 2024 to April 1 <sup>st</sup> 2025	\$ _____
Option Year 2:	April 1 <sup>st</sup> , 2025 to April 1 <sup>st</sup> 2026	\$ _____
Option Year 3:	April 1 <sup>st</sup> , 2026 to April 1 <sup>st</sup> 2027	\$ _____

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## ANNEX "C" - INSURANCE REQUIREMENTS

### G2001C - Commercial General Liability Insurance

- a) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- b) The Commercial General Liability policy must include the following:
- i) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - ii) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - iii) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - iv) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - v) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - vi) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - vii) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - viii) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - ix) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - x) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - xi) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - xii) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - xiii) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - xiv) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - xv) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - xvi) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,*

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284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**G2020C - Automobile Liability Insurance**

- a) The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- b) The policy must include the following:
  - i) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - ii) Accident Benefits - all jurisdictional statutes
  - iii) Uninsured Motorist Protection
  - iv) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**G2002C – Errors and Omissions Liability Insurance**

- a) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- b) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- c) The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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**ANNEX "D" – QUARTERLY REPORT TEMPLATE (QR)**

*(please see attached)*

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**ANNEX "E" – TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

*(please see attached)*