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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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Information Products/Produits d'information
L'Esplanade Laurier,
East Tower 7th Floor
140 O'Connor, Street
Ottawa
Ontario
K1A 0R5

Title - Sujet Digital Wellness Platform	
Solicitation No. - N° de l'invitation H3901-213860/A	Date 2023-01-18
Client Reference No. - N° de référence du client H3901-213860	
GETS Reference No. - N° de référence de SEAG PW-\$\$PI-014-81482	
File No. - N° de dossier pi014.H3901-213860	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2023-02-02 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: James, Lionel	Buyer Id - Id de l'acheteur pi014
Telephone No. - N° de téléphone (343) 553-2487 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Canada's Online Information Products Terms and Conditions, Evaluation Criteria, Electronic Payment Instruments, and Federal Contractor's Work Program for Employment Equity.

1.2 Summary

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of Health Canada's Employee Assistance Services (EAS) has a requirement for the Procurement of an expert-led, bilingual Digital Wellness Platform having conjoined virtual services including pre-recorded, expert led training videos and self-paced personal health and wellness improvement apps as well as associated monthly and bi-annual real-time expert-led question and answer sessions on various wellness-related topics. This service will enhance Employee Assistance Program (EAP) mental health supports provided by Health Canada's Employee Assistance Services (EAS) to the majority of the federal public service.
- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 This bid solicitation allows bidders to use the CPC 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.

1.4 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

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](#) (2022-03-29) 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: 180 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

2.5 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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

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.

Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "D"-Section 3).

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process as described below

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (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 (2019-03-04) 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 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 (2018-03-13) 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 for 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 (2018-03-13) 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 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 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 (2018-03-13) 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

4.1.1.1 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria. Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

4.1.1.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation with the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex D.

Failure to fully and clearly articulate, document and demonstrate compliance with the rated requirement will be to the Bidder's disadvantage.

Mandatory and point rated technical evaluation criteria are included in Annex D.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria Basis of Selection

Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 35 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1 st	3 rd	2 nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this Solicitation nor the resulting Contract.

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 at 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 at Annex B 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.

7.2 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

[2030](#) (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

- i. The Period of Contract begins on (to be determined at contract award) and ends one year later on (to be determined at contract award); and
- ii. The period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract

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 **four** (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lionel James
Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch
Commercial and Consumer Products Directorate – PI Division
Address: Esplanade Laurier, 7th Floor
140 O'Connor Street
Ottawa, ON, K1A 0R5

Telephone: (343) 553-2487
E-mail: lionel.james@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 identified in any resulting contract)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

7.5.3 Procurement Authority (to be identified in any resulting contract)

The Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Procurement Authority must receive a copy of the Invoice. All inquiries for request for payment must be made to the Procurement Authority.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

7.6 Payment

7.6.1 Basis of Payment -- Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B. 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, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

7.7 Invoicing Instructions

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. In addition to Article 13 – Invoice Submission of General Conditions 2030:

Invoices must show:

- a. The Government of Canada Contract Number shown on the front page of the Contract **must** be identified in the Invoice;
- b. The Contract Period **must** be identified in the Invoice;
- c. The Contracting Authority must not be identified in the Invoice. The Contracting Authority merely requires a copy of the Invoice.
- d. Invoices must be distributed as follows:
 - i. One (1) original copy, or electronic copy (PDF) if requested by either party, must be forwarded to the address shown on page 1 of the Contract for certification and payment; and
 - ii. One (1) electronic copy (PDF) must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.8 Certifications and Additional Information

7.8.1 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.

7.8.2 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 "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2030 (2022-12-01);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Canada's Online Information Products Terms and Conditions;
- (f) Annex D, Evaluation Criteria; and
- (g) Annex E to Part 3 of the Bid Solicitation
- (h) Annex F to Part 5 of the Bid Solicitation; and
- (i) the Contractor's bid dated _____, [\(to be determined at Contract Award\)](#)

7.12 Insurance Requirements

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

7.13 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](#)".

ANNEX A STATEMENT OF WORK

1.0 SCOPE

Health Canada's Employee Assistance Services (EAS) has a requirement for the procurement of an expert-led, bilingual Digital Wellness Platform having conjoined virtual services including pre-recorded, expert led training videos and self-paced personal health and wellness improvement apps as well as associated monthly and bi-annual real-time expert-led question and answer sessions on various wellness-related topics. This service will enhance Employee Assistance Program (EAP) mental health supports provided by Health Canada's Employee Assistance Services (EAS) to the majority of the federal public service.

EAS covers the consortium of federal public service employees (approximately 235,000 people), members of Canadian Armed Forces (CAF), the Royal Canadian Mounted Police (RCMP), and the family members of the aforementioned organizations. EAS also covers CAF and RCMP Veterans.

(Note: For the period of April 1, 2021 – March 31, 2022, usage of services similar to those described in this RFP were as follows:

- Total Trainings Accessed 116,334
- Total Hours of Training 13,573)

1.1 Objective

To enable all employees (and their families) covered by Health Canada's Employee Assistance Services via a single Digital Wellness Platform, to:

- a. access on-demand (i.e. pre-recorded), accessible anywhere and anytime, expert-led, bilingual (English and French) video-based training that covers a full range of health and wellness subjects, and
- b. participate in expert-led, full-day question and answer sessions in real time that the Contractor schedules, ideally to coincide with annual Canadian iterations of Mental Health Week (May) and Mental Illness Awareness Week (October), and
- c. participate in expert-led, monthly real time question and answer sessions on various topics that the Contractor determines and schedules throughout the year to align with various national health and wellness themes and events (e.g. diversity and inclusion themes, one or more 2SLGBTQI+, Black history month, mental health awareness, personal finances, etc.) and
- d. benefit from one or more self-paced digital training modules that the Vendor might offer as part of an options catalogue to complement the core service described in the above three bullets, should Health Canada wish to acquire those based on recommendations from stakeholders, observation of trends in the wellness industry or other factors.

This initiative will enable individuals to access expert information at times and/or locations that are most convenient to them or as their specific needs arise. Furthermore, it will allow managers, employees and their family members to revisit content in order to "refresh" knowledge that they find particularly pertinent to their lives. Additionally, it will provide high calibre expertise and advice in an equitable manner to every user regardless of his/her workplace seniority, financial means, or geographic location. Lastly, the easy-to-consume nature of the service would enable those who might not otherwise avail themselves of traditional health and wellness services, such as telephonic or face-to-face counselling or management advice, to be exposed to information that might 1) enable them to

better manage personal and/or family and/or workplace issues and 2) take the next step towards engaging other services, such as their Employee Assistance Program.

Thus, a more global and secondary objective is that more people will more frequently engage services that are best positioned to help them remain healthy and productive at work and in their personal lives. This also supports the Government's efforts to build a psychologically healthy, safe, respectful, and supportive work environment that strengthens the public service.

1.2 Background

Health Canada continues its focus on mental health issues in the Public Service and continues to work on changing its culture through leadership, training and education; building the capacity to support employees and managers; and measuring the impact of this work and learning from it to continuously improve how mental health issues are managed in order to enhance workplace well-being.

The Employee Assistance Program (EAP), through their core and auxiliary services, continue to play a key role in supporting organizations with addressing matters of workplace stress, and more notably, matters such as systemic racism and the COVID-19 pandemic.

With regards to "modern service delivery", the EAP industry has seen a strong move towards augmenting traditional "core" modes of service delivery, namely face-to-face counselling and onsite workplace wellness trainings, with more digital services. This includes real-time video counselling, e-counselling (often conducted via non-synchronous email messages), self-paced internet based therapy and digital, on-demand video based training that can be accessed anywhere and after hours.

In consideration of the goals and requirements outlined above, digitally accessible mental health services that complement core EAP programming supports these strategic visions and remains a priority for Health Canada to include as part of the envelop of service provided by the Employee Assistance Program. To that end, Canada requires a Commercially Available Digital Wellness Platform and App that offers Expert-Led, fully bilingual (Equivalent in both official languages) video-based trainings, Expert-Led blog-like articles, and, real-time (monthly and biannual) Expert-Led question and answer sessions. All content must be accessible on any modern device or computer and be available for use by all of Health Canada's EAP Employee Assistance Program (EAP) clients and their families.

1.3 Terminology

Expert-Led: "Expert-Led" refers to training content having been developed and delivered by a subject matter expert, provable by educational level and/or experience with the subject matter. For the purposes of substantiating the definition of "expert-led", "provable" refers to the person demonstrably having one or more of the following:

- a. Being affiliated with reputable and well-established institutions (e.g. business, academia, private, not-for-profit) not merely blogs and/or YouTube videos regardless of the traction those might have;
- b. Having published works in reputable publications (i.e. not only blogs) relating to the subject matter;
- c. Having works cited by other practitioners and/or researchers in reputable journals or publications (i.e. not only blogs);
- d. Being a certified practitioner in their respective field(s);

Commercially Available: Not requiring any new or further testing, development or verification, in whole or in part, to address any part of this Statement of Work, as of the date of this RFP closing,

Digital Wellness Platform: a comprehensive, self-contained, web-hosted repository of information point of access for digitally delivered services.

Equivalent or Equivalently: refers to / means: A functional rather than literal similarity of English and French content within the core service (i.e. pre-recorded, expert led videos) with the intention of putting the users' experience at the forefront without otherwise affecting the quality of the content and the consistency in messaging contained within. "Equivalent", in this context, therefore indicates that materials have been uniquely developed and delivered, in each case, by English and French speaking subject matter experts, respectively.

Turnkey: provision of a complete client-focused service that is ready for immediate use.

2.0 REFERENCE DOCUMENTS

The following applicable documents form part of this Statement of Work to the extent specified herein, and are supportive of the Statement of Work:

- a. Official Languages Act (<http://laws-lois.justice.gc.ca/eng/acts/O-3.01/index.html>);

3.0 REQUIREMENTS

3.1 Scope of Work

3.1.1. The Digital Wellness Platform and app must:

- a. Be modern (i.e. run on standard web browsers and smart phone operating systems),
- b. Be flexible (i.e. able to support or link to complementary digital modules, Health Canada web sites and host video content that Health Canada might chose to include on the Platform)
- c. Be reliable (99.95% uptime or better, not including scheduled downtime for maintenance)
- d. Be fully bilingual in English and French
- e. Include a built in real-time chat feature, and
- f. Be 100% Commercially available (i.e. all of the above requirements)

3.1.2 The video component of the requirement (i.e. the core service comprised of the complete set of all videos) must be:

- a. 100% Commercially available
- b. Comprised entirely of Expert-led content
- c. Equivalently bilingual in English and French
- d. Supported by closed captioning and/or transcripts
- e. Varied in content, as per section 3.2
- f. Entirely free of advertising, either as part of the content itself (e.g. self-promotion) or "pop-up" links or messages to external sources;
- g. Evergreen: content must be largely free of allusions to current events (except for particularly impactful or culturally-defining incidences) and references to current pop culture
- h. Free of political bias or agenda (i.e. must be politically neutral);
- i. Fulsome, with appropriate time allocated, as appropriate to each subject, to ensure that key information is not abridged for the sake of expedience, cost savings or other purpose. To clarify:

the majority of videos must range from 4-8 minutes to ensure that key considerations for a given topic are suitably addressed.

- j. Notwithstanding the above, the Vendor may choose to present a subset of topics as “in brief” videos, ranging between 1 and 4 minutes in duration.
- k. Based on objective data: i.e. content is generally free of opinion, unless such is clearly indicated as being so.
- l. Supported with written, digitally posted content, such as, but not limited to, tip-sheets, transcripts of web chats, etc.
- m. Comprehensive, with:
 - i. at least 500 unique videos in each Official Language with accompanying tipsheets or recaps, with selections falling within all of the 20 categories (or suitably similar terminology for each) outlined in Section 3.2, below, and
 - ii. at least 75 unique, Expert-Led, blog-like articles in both English and French (written in one language and professionally translated), with selections falling within at least 10 of the 20 categories (or suitably similar terminology for each) outlined in Section 3.2

3.1.3 As a service, the Contractor must provide to Canada the most up to date and quality assured instance of the Platform at a given time.

3.2 Subject categories: to ensure a rich client experience, at all times, the library of Expert-led videos must be comprised of selections from at least 15 of the following (or suitably similar terminology) categories:

- Mental and physical health
- Diversity, equity and inclusion
- COVID-19 specific themes
- Resiliency and Mindfulness
- Stress management
- Fitness strategies
- Diabetes, heart disease, cancer
- Work-life balance
- Relationships and family issues
- Sleep and Fatigue
- Occupational Health
- Addiction
- Respect in the workplace and conflict management issues
- Ergonomics
- Healthy eating and nutrition
- Return to work issues
- Change and resilience
- Parenting and eldercare
- Personal finances and retirement
- Leadership development / communications skills

3.3 Complementary self-help services: digital wellness service modules that complement, but are not included within, the core service (i.e. Expert Led video trainings, monthly real-time chat sessions and biannual real time chat sessions) might be of interest to Health Canada and its client organizations.

Examples of those options include, but are not limited to, Internet-based Cognitive Behavioural Therapy, web-based caregiver support, virtual fitness, and illness / disease management.

Any optional self-paced training or health improvement digital modules provided by the Contractor must be:

- a. Commercially available
- b. Incorporated into or linked from the Digital Wellness Platform (i.e., a component of the Turnkey service), either as a sub-component of, or linked from, the Digital Wellness Platform
- c. branded as part of the Vendor's suite of wellness products (to ensure a seamless service experience for clients)
- d. Fully bilingual in both Official Languages
- e. Comprised of Expert-led content
- f. Included in the Vendor's catalogue of complementary digital services
- g. costed separately from the core service (i.e. Expert Led video trainings, monthly real-time chat sessions and biannual real time chat sessions)

3.4 Client retention and service utilization.

To ensure that Canada will be acquiring the services of a proven entity, Canada requires that the organization have an acceptable level of client retention. The client must have a proven retention rate of at least 80% averaged over 3 years prior to the start date of the contract.

4.0 Tasks

4.1 Archiving: the Vendor must ensure that past monthly and biannual chat sessions are archived or otherwise not visible within 10 working days after an event is completed

4.2 Account management and promotional support. The Contractor must:

- a. Provide to Health Canada a dedicated Account Manager to enable a "Turnkey" support experience;
- b. Create targeted and co-branded promotional communications throughout the program's duration that are specifically relevant to Canada's employees, including but not limited to social media content, digital posters, and email or other messages;
- c. Ensure all promotional communications are free of grammatical, spelling and syntax errors, and follow best-practices for accessibility formatting;
- d. Provide all final, bilingual promotional communications to Health Canada's Employee Assistance Program at least 15 working days in advance of event/activity, in a publication ready format (with at least one version meeting accessibility standards, for example, accessible Word or PDF);
- e. Work with Health Canada's Employee Assistance Program to cross-promote other relevant support services and training resources offered by the EAP
- f. Work with Health Canada's Employee Assistance Program personnel to integrate Contractor's content into existing communications (e.g. e-newsletters, mental health awareness campaigns, and other Health Canada wellness correspondence).

4.3 Reporting. The contractor must:

- a. Provide Health Canada's Employee Assistance Program with six-month and annual Comprehensive and Organizational usage reports of all activities on the Digital Wellness Platform (i.e. roll-up report for all EAP client departments using the service).

- I. The comprehensive usage reports must include details including, but not limited to: total training modules viewed, most popular topics, data trends (videos, blog posts, tipsheets), usage by month and by day of the week;
 - II. The organizational-level usage reports of all activities on the Digital Wellness Platform (i.e. for each EAP client organization using the service) the six-month and annual usage reports must include details including, but not limited to: total training viewed, most popular topics, data trends (videos, blog posts, tipsheets), usage by month and by day of the week;
- b. Provide six-month and annual Usage statistics for any auxiliary wellness services (i.e. from the Contractor's catalogue) as applicable
 - c. Ensure that reports are 100% anonymous and confidential;
 - d. Provide reports in both official languages while ensuring data is accurate and quality-reviewed;
 - e. Provide the above within 15 working days after the end of each reporting period.

4.4 The Contractor must allow, as part of the deliverables under this contract, all content to be accessed by the immediate family members of all employees falling within the scope of this requirement.

4.5 Quality assurance of professional content. To ensure that all content is and remains at a professional level, Canada requires that the contractor adhere to the following quality assurance criteria:

4.5.1 All experts who deliver the core video content must be effective (i.e. speak clearly and be easily understood by a general audience) in presenting content verbally. Canada expects the contractor to ensure this standard remains high throughout the duration of the contract.

4.5.2 If Canada determines that a presenter cannot effectively present their content, Canada might request that the presenter's content be removed from Canada's instance of the video library.

4.5.3 All content must reflect what is accepted as current best practice in any given wellness field. Canada requires the contractor to remain abreast of this information and expects that should Canada have feedback to offer the contractor in this regard (i.e. if Canada is aware of a new development and provides that as a recommendation to the Contractor) that the contractor will consider Canada's suggestion(s) as part of their overall quality assurance program.

4.5.4 Notwithstanding 4.5.2, the decision will remain with the Contractor regarding whether modification is required.

4.6 Web chat sessions:

4.6.1 The contractor must conduct, at least two (one in each official language) Expert-led, web chat session per month

For each session in each language

- Sessions must be at least 60 minutes in duration
- Sessions must allow users to participate anonymously by masking the user name or allowing users to create a nickname
- Sessions must be held during regular working hours, Eastern Standard (or Daylight Savings, when applicable) Time.
- Transcripts of the chat session must be posted to the Platform within fifteen working days of the event

4.6.2 The contractor must also conduct four (two in each official language) Expert-led, full day, interactive web chat sessions per year, ideally to coincide with Canadian Mental Health Week in May and Canadian Mental Illness Awareness Week in October, to be held during regular working hours, Eastern Standard (or Daylight Savings, when applicable) Time.

For each session in each language:

- The day must consist of at least 4 Expert-led webchat sessions
- Each session must be approximately 120 minutes in duration
- The Contractor may choose whether one or more experts are required to deliver the four sessions
- The Expert leading the session may elect to supplement the sessions with additional, related media, such as referencing a video in the Contractor's library
- Transcripts of the chat session must be posted to the Platform within fifteen working days of the event

4.6.3 Session topics will be determined by the Contractor; however, at times Health Canada might recommend a topic based on recommendations from stakeholders or industry trends.

5.0 Deliverables

5.1 From a user perspective, the Digital Wellness Platform and video content must function seamlessly as a singular Turnkey service and must be Commercially Available as such.

6.0 Constraints

6.1 Language Requirement. Canada reserves the right to evaluate the quality of the Contractor's service with respect to language content in both official languages and will bring issues to Contractor's attention to be remedied by the Contractor.

6.2 Subject matter content. Canada reserves the right to evaluate the quality of the video content and will bring issues to Contractor's attention to be remedied by the Contractor.

7.0 SUPPORT PROVIDED BY CANADA

7.1 Canada will work with the Contractor as required to carry out the deliverables outlined in section 4.2 and 4.5 (referring suggestions regarding best practices, should those arise).

7.2 Canada will provide to the Contractor, at the earliest possible time (ideally 6 months in advance) the dates for when Canada would like the full day interactive web chat sessions described in section 4.6 to be held.

ANNEX B BASIS OF PAYMENT

Note: the per capita price must be based on the consortium of federal public service employees (approximately 235,000 people), but the price quoted will also include coverage for members of the Canadian Armed Forces (CAF), the Royal Canadian Mounted Police (RCMP), the family members of the aforementioned organizations and CAF and RCMP Veterans.

For the period of April 1, 2021 – March 31, 2022, usage of services similar to those described in this RFP were as follows:

- Total Trainings Accessed 116,334
- Total Hours of Training 13,573

Item No.	Table 1 – Initial Year Initial Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

Item No.	Table 2 – Option Year One Optional Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

Item No.	Table 3 – Option Year Two Optional Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

Item No.	Table 4 – Option Year Three Optional Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

Item No.	Table 5 – Option Year Four Optional Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

Item No.	Table 6. Optional Self-paced training or Health improvement digital modules					
	<i>Bidders can provide a list of materials and resources available and associated costs if applicable</i>	Firm Annual Per Capita Price (Original Contract Period)	Firm Annual Per Capita Price (Option Year One)	Firm Annual Per Capita Price (Option Year Two)	Firm Annual Per Capita Price (Option Year Three)	Firm Annual Per Capita Price (Option Year Four)
1.	App / Product Name:					
2.	App / Product Name:					
3.	App / Product Name:					
4.	App / Product Name:					
5.	App / Product Name:					
6.	App / Product Name:					
7.	App / Product Name:					
	Sub Total:					
	Taxes (if applicable):					
	Total:					
	Currency:					

ANNEX C CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS

1. DEFINITIONS

Authorized User(s): are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

Commercial Use: use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use.

Contractor: the Publisher to whom the Contract is awarded.

Licensee: Canada is the licensee.

Online Information Product(s) otherwise referred to as "Licensed Material(s)": for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Publisher.

Secure Network: a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

Server: the server, either the Contractor's server or a third-party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

Subscription Fee: the license fee for each year of the period of contract.

Subscription Period otherwise referred to as "Term" or "Contract Period": the length of time the Online Information Product(s) are made available to the Authorized User(s), as identified in the Contract.

2. LICENSE

- a. Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract is non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.
- b. This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- c. The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.

- d. The Contractor agrees that the terms and conditions of this Contract, which includes this License as Annex C, supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Licensee or any Authorized User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.
- e. Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.
- f. Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

3. USAGE RIGHTS

- a. The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the Authorized Users.
- b. The Licensee and its Authorized Users may provide print or electronic copies of individual articles, chapters or other individual items of the Content, to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval, patent and/or trademark applications or other regulatory purposes in respect of Licensee's products or services.
- c. Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the *Copyright Act* of Canada.

4. PROHIBITED USES

- 4.1 Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:
 - i. remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);
 - ii. systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;

- iii. mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
 - iv. directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.
- 4.2 The Contractor's or its duly authorized Representative's explicit written permission must be obtained in order to:
- i. use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;
 - ii. systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
 - iii. publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;
 - iv. alter, abridge, adapt or modify the Online Information Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. CONTRACTOR'S UNDERTAKINGS

- a. The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.
- b. Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.

6. LICENSEE'S UNDERTAKINGS

The Licensee must:

- a. ensure that only Authorized Users are permitted access to the Online Information Product(s);
- b. ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;
- c. monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- d. issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- e. keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License;
- f. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding Clause 9, this License shall immediately terminate.

7. UNDERTAKINGS BY BOTH PARTIES

- a. Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.
- b. The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

8. LICENSE FEE

Licensee must pay the fees to the Contractor as set forth in the Contract.

9. TERM AND TERMINATION

- a. In addition to automatic termination (unless renewed) under Clause 2, this License could be terminated:

- i. if the Licensee defaults in making payment of the Fee as provided in the Contract; and/or
 - ii. if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party.
- b. On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License.
- c. On termination of this License for default, as specified in Clause 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.
- d. On termination of this License by the Licensee for default, as specified in Clause 9 a. (ii) above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.
- e. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding Clause 9, this License shall immediately terminate.

10. GENERAL

Alterations to this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

ANNEX D EVALUATION CRITERIA

This document sets out the criteria that will be used to evaluate the Bidder's Technical and Financial Bid (to be provided in separately bound sections) and describes the content required for conducting the evaluation.

Section 1 contains mandatory evaluation criteria denoted as M1 through M43.

Section 2 contains point-rated evaluation criteria denoted as R1 through R7.

Section 3 contains the Financial Evaluation methodology and Financial Tables

Section 4 contains an Optional Good Table, whereby optional self-paced training or health improvement digital modules can be listed with their associated costs, if applicable. This section will not be assessed during the evaluation stage.

Substantiation of Technical Compliance Form

1. EVALUATION TABLES

1.1 The evaluation tables included in this attachment list most of the Mandatory requirements and all of the Rated requirements of this solicitation. These tables have been created primarily to ensure a uniform response format from Bidders.

1.2 Shortly following Health Canada's request, the Bidders must provide a free trial period for one (1) month access for three (3) concurrent users in order for evaluators to validate the claims of the Bidder. The trial will be accessed via the Client's existing internet connection, through a web browser interface. The criteria will be assessed through Health Canada's existing internet connection, unless otherwise specified.

2. MANDATORY REQUIREMENTS

2.1 Bidders are cautioned that Table A – Technical Mandatory Requirements, does not include all the Mandatory requirements of this solicitation. This solicitation contains other Mandatory requirements dealing with, the submission, format and content of proposals, including the Mandatory submission of certifications and Mandatory requirements for the submission of the cost proposal. It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all Mandatory requirements of this solicitation.

2.2 Bidders must complete and submit with their Technical proposal Table A – Technical Mandatory requirements. The format of the table should be similar to the format shown herein.

- 2.3 In the column titled "Bidder Compliance" the Bidder must provide a clear statement of the Bidder's compliance with the Mandatory requirement. This statement must consist of one of the following two responses:

COMPLY where the proposal complies with the article in all respects.

DO NOT COMPLY where the proposal does not comply with the article in all respects.

Some articles in this solicitation may contain more than one Mandatory requirement. Bidders must only use the term 'COMPLY' when they comply with all requirements contained in the article. Partial compliance, for Mandatory requirements will be deemed to be 'DO NOT COMPLY'.

- 2.4 Substantiation of Compliance to Mandatory Requirements: Bidders must provide substantiation of compliance for each Mandatory requirement where a "Yes" is indicated in the column titled "Substantiation Required". Where substantiation is required, Bidders must provide a statement and screen capture (where applicable) demonstrating each capacity in support of their claims in the column titled "Bidder Substantiation" providing sufficient product description, service description, and/or other information as required to substantiate, to the sole satisfaction of the Government evaluators, that the offer meets the Mandatory requirement. In addition, where indicated as mandatory, each capacity must be available during the free trial period for evaluation purposes. Where left unspecified, each capacity should be available during the free trial period for evaluation purposes.

If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of their proposal. Where it is necessary to refer to other documentation Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that simply restating that the Bidder complies with the requirement will not necessarily be considered substantiation.

3. POINT RATED REQUIREMENTS

- 3.1 Substantiation of Compliance to Point Rated Requirements: Points will be assigned by the evaluation team based on the Bidder's substantiation which should clearly demonstrate how each of the Technical Point Rated requirements will be fulfilled. Screen capture images or any other pertinent information for demonstrating compliance with the point rated criteria should be provided with the Substantiation of Technical Compliance Form.

Solicitation No. - N° de l'invitation
H3901-213860
Client Ref. No. - N° de réf. du client
H3901-213860

Amd. No. - N° de la modif.
File No. - N° du dossier
pi014.H3901-213860

Buyer ID - Id de l'acheteur
pi014
CCC No./N° CCC - FMS No./N° VME

Category	Point Rated Criteria	Points	Minimum Pass Mark Required
	R1-R7	35	20

1. MANDATORY EVALUATION CRITERIA

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M1	Annex A	The Bidder must provide a free trial period for one (1) month access to three (3) concurrent users in order for evaluators to validate the claims of the Bidder. If Canada determines that the Bidder has not provided operational trial accounts at bid closing, Canada will allow the Bidder the opportunity to submit username and passwords to access the free trial. Failure to provide such access and associated information within the time frame provided will result in the bid being declared non-responsive	No By submitting a bid vendor certifies that they meet this requirement at bid closing		
M2	Annex A 3.1.1	Be Commercially Available for use as of the closing date of the Solicitation Period of this Request for Proposal	No By submitting a bid vendor certifies that they meet this requirement at bid closing		

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M3	Annex A 3.1.1	Be flexible to function as a wellness and training hub to support Health Canada's existing health and wellness services provided by Employee Assistance Services (i.e. by adding Health Canada graphics, program branding or program descriptions as those change or become available)	Yes	The Bidder must provide a brief description and screenshot demonstrating this requirement. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	
M4	Annex A 3.1.1	The Platform must include an interactive, bilingual chat feature	Yes	The Bidder must provide a brief description and screenshot demonstrating this requirement. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M5	Annex A 3.1.1	The Platform must be adaptable to incorporate and cross-promote other web-based services that Health Canada might wish to incorporate into the Digital Wellness Platform (e.g. Internet-based Cognitive Behavioral Therapy)	Yes	The Bidder must provide a brief description and screenshot demonstrating this requirement. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	
M6	Annex A 3.1.2	The vendor's full service (The digital library of at least 1,000 training videos, Platform, Chat feature and all supporting materials) must be Commercially Available and all videos and materials must be 100% viewable via the Digital Wellness Platform on the date of Request For Proposal closing (i.e. all content must be "preloaded" onto the Digital Wellness Platform for immediate use);	No By submitting a bid vendor certifies that they meet this requirement at bid closing		

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M7	Annex A 3.1.2	The digital library of 1,000 training videos must be comprised entirely of Expert-Led content ;	No By submitting a bid vendor certifies that they meet this requirement at bid closing		
M8	Annex A 3.1.2	The digital library of 1,000 training videos must be in both of Canada's official languages (500 per language), with each training delivered by the subject matter expert who developed the content of that training;	No By submitting a bid vendor certifies that they meet this requirement at bid closing		

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M9	Annex A 3.1.2	The digital library of 1,000 training videos must be comprised of content that is Equivalent in both of Canada's official languages	Yes	The Bidder must provide a description outlining the process by which it ensures the equivalency of content in both official languages. The Bidder must also provide 10 sample videos from its platform (5 in English and 5 in French), that demonstrate content equivalency in both official languages.	
M10	Annex A 3.1.2	The Platform must be able to include closed captioning and/or transcripts in both official languages	No By submitting a bid vendor certifies that they meet this requirement at bid closing		

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M11	Annex A 3.1.2	The digital library of 1,000 training videos must be varied in content, as per item 3.2	No By submitting a bid vendor certifies that they meet this requirement at bid closing		
M12	Annex A 3.1.2	The digital library of 1,000 training videos, and all supporting materials must be entirely free of advertising, either as part of the content itself (e.g. self-promotion) or "pop-up" links or messages to external sources ;	No By submitting a bid vendor certifies that they meet this requirement at bid closing		
M13	Annex A 3.1.2	The digital library of 1,000 training videos, and all supporting materials must be evergreen. To address this requirement, content must be largely free of allusions to current events (excepting for particularly impactful or culturally-defining incidences) and references to current pop culture	No By submitting a bid vendor certifies that they meet this requirement at bid closing		
M14	Annex A 3.1.2	The digital library of 1,000 training videos, and all supporting materials must be Free of political bias or agenda (i.e. must be politically neutral);	No By submitting a bid vendor certifies that they meet this requirement at bid closing		

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M15	Annex A 3.1.2	The majority of training videos must be in the 4-8 minute range to ensure topics are presented in a fulsome manner	Yes	The Bidder must provide a brief description demonstrating this requirement. The Bidder must also provide 5 sample videos from its platform, of 4-8 minutes in length. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M16	Annex A 3.1.2	The digital library of 1,000 training videos must be supported with written, digitally posted content, such as, but not limited to, tip-sheets, transcripts of web chats, etc.	Yes	The Bidder must provide a description demonstrating this requirement, along with sample material supporting a video. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M17	Annex 3.1.2	The vendor must also provide 75 unique, Expert-Led, blog-like articles in both English and French (written in one language and professionally translated), with selections falling within at least 10 of the 20 categories (or suitably similar terminology for each)	Yes	The Bidder must provide a brief description demonstrating this requirement. The Bidder must also provide 4 sample articles (2 in their original language, and 2 in their equivalent translation) Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M18	Annex A 4.2	a. As part of the Contractor's existing service envelope, provide to Health Canada a dedicated Account Management Team committed to providing to Canada a "Turnkey" support experience;	Yes	The Bidder must provide a brief description and contact information of the Account Management Team demonstrating this requirement. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	
M19	Annex A 4.2	b. Vendor is able to work with Health Canada's Employee Assistance Program (EAP) to create targeted and co-branded promotional communications throughout the program's duration that are specifically relevant to EAP clients, including but not limited to social media content, digital posters, and email or other messages;	Yes	The Bidder must provide a concrete example of how the vendor has supported this activity. Example can be of public or private client with at least 5000 employees	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M20	Annex A 4.2	c. Vendor is able to Provide all final, bilingual promotional communications to Health Canada's Employee Assistance Program at least 15 working days in advance of event/activity, in a publication ready format (with at least one version meeting accessibility standards, for example, accessible Word or PDF);	Yes	The Bidder must provide a brief description demonstrating this requirement. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M21	Annex A 4.3	<p>a. Provide Health Canada's Employee Assistance Program with six-month and annual Comprehensive and Organizational usage reports of all activities on the Digital Wellness Platform (i.e. roll-up report for all EAP client departments using the service).</p> <ul style="list-style-type: none"> The comprehensive usage reports must include details including, but not limited to: total training modules viewed, most popular topics, data trends (videos, blog posts, tipsheets), usage by month and by day of the week; The organizational-level usage reports of all activities on the Digital Wellness Platform (i.e. for each EAP client organization using the service) must include details including, but not limited to: total training viewed, most popular topics, data trends (videos, blog posts, tipsheets), usage by month and by day of the week; 	Yes	The Bidder must provide a brief description of how this usage report data is collected and presented. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M22		b. Provide six-month and annual Usage statistics for any auxiliary wellness services (i.e. from the Contractor's catalogue) as applicable.	Yes	The Bidder must provide a brief description of how the statistics are collected and presented. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	
M23		c. Ensure that reports are 100% anonymous and confidential;	Yes	The Bidder must provide a brief description of how anonymity and confidentiality is maintained	
M24		d. Provide reports in both official languages while ensuring data is accurate and quality-reviewed;	Yes	The Bidder must provide a brief description on how they can support bilingual reporting	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M25		e. Provide the above within 15 working days after the end of each reporting period.	No By submitting a bid vendor certifies that they meet this requirement at bid closing		
M26	Annex A 4.4	The Contractor must allow, as part of the deliverables under this contract, all content to be accessed by the immediate family members of all employees falling within the scope of this requirement.	No By submitting a bid vendor certifies that they meet this requirement at bid closing		
M27	Annex A 4.5.1	All experts who deliver the core video content must be effective (i.e. speaks clearly and is easily understood by a general audience) in presenting content verbally. Canada expects and requires the contractor to ensure this standard remains high throughout the duration of the contract.	No By submitting a bid vendor certifies that they meet this requirement at bid closing		

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substantiation to be provided	Bidder Substantiation
M28	Annex A 4.5.3	All content must reflect what is accepted as current best practice in any given wellness field. Canada requires the contractor to remain abreast of this information and expects that should Canada have any feedback to offer the contractor in this regard (i.e. if Canada is aware of a new development and provides that as a recommendation to the Contractor) that the contractor will consider Canada's suggestion(s) as part of their overall quality assurance program.	No By submitting a bid vendor certifies that they meet this requirement at bid closing		
M29	Annex A 4.6	The contractor must conduct, via the web chat feature referred to in section 4.6, at least two Expert-led, interactive web chat sessions per month (one in each official language), enabling users to participate confidentially	Yes	Bidder must provide a brief description of this requirement. Functionality must be available in the free trial. The free trial will only be used to validate any claims the bidder has made in their proposal.	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M30	Annex A 4.6.2	The contractor must also conduct four additional full day interactive web chat sessions (two in each official language), ideally to coincide with Canadian Mental Health Week in May and Canadian Mental Illness Awareness Week in October. (To clarify: one English full day session and one French full day session will be held during May and one English full day session and one French full day session will be held in October.)	Yes	The Bidder must provide a brief description demonstrating this requirement.	
M31	Annex A 4.6.2	The web chats must be hosted in English and French, in the expert's language. For example, the Contractor can offer web chat sessions in the other official language on alternate days or at alternate times, so long as a written transcript and translation is posted on the Digital Platform within 15 working days.	Yes	The Bidder must provide a brief description demonstrating this requirement.	
M32	Annex D	Vendor must host the Web-hosted platform and any other Apps described in the Statement of Work. Canada will only access via app or portal log in.	No By submitting a bid vendor certifies that they meet this requirement at bid closing		

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M33	Annex A	Proven annual uptime of 99.95% (excepting for planned maintenance)	Yes By submitting a bid vendor certifies that they meet this requirement	The Bidder must provide a statement confirming their annual uptime of 99.95%	
M34	Annex D	Web-hosted platform must be Bilingual in English and Canadian French. Note: Any content of the platform that is unavailable in both official languages of Canada may be identified by the Client for translation. Contractor must provide requested translation within 30 days of request. Failure to provide translated material as requested by the Client, may be reported to the Contracting Authority in writing, as unsatisfactory Contractor performance. Continuous reports may result in the termination of this Contract, in accordance with General Condition 2030.	Yes	Bidder must provide a statement of compliance with this requirement. The Bidder must also provide a brief description outlining the process by which it ensures translations are accurate (quality control methods). Bilingual functionalities must also be available during the free trial, for evaluation purposes.	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M35		<p>The Vendor must demonstrate that they have an established process used to select subject matter experts, and that the process includes and considers the following criteria (understanding that not all criteria will relate or apply to all experts):</p> <ul style="list-style-type: none">• Professional reputation in the field of expertise• Education• Employment (e.g. in a university, medical centre, private enterprise)• Publications• Presentation skills	Yes	The Bidder must provide a brief description demonstrating this requirement	
M36	Annex D	Based on objective data and largely free of opinion, unless such is clearly indicated as being so.	No By submitting a bid vendor agrees that they can perform this task at bid closing		

M37	Annex A 3.2	<p>Videos must be provided on at least 15 of the following subject categories:</p> <ul style="list-style-type: none"> • Mental and physical health • Diversity, equity and inclusion • COVID-19 specific themes • Resiliency and Mindfulness • Stress management • Fitness strategies • Diabetes, heart disease, cancer • Work-life balance • Relationships and family issues • Sleep and Fatigue • Occupational Health • Addiction • Respect in the workplace and conflict management issues • Ergonomics • Healthy eating and nutrition • Return to work issues • Change and resilience • Parenting and eldercare • Personal finances and retirement • Leadership development / communications skills 	Yes	The bidder must provide a categorized list of all available videos on the platform.	
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Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M38	Annex D	The videos must be created and delivered by leading subject-matter Experts.	No By submitting a bid vendor certifies that they meet this requirement		
M39	Annex D	Proven client retention rate of at least 80% for the services for the past three years	No By submitting a bid vendor agrees that this is accurate at bid closing		
M40	Annex D	Proven client utilization rate of at least 60% on average for the past two years (based on usage per capita, per client)	No By submitting a bid vendor certifies that they meet this requirement		
M41	Annex D	Account management team must have at least one individual fluent in both English and Canadian French.	Yes	The bidder must provide a name, title, and description of how this individual addresses this requirement	
M42	Annex D	The proposed account management team must have experience supporting a minimum of two (2) major projects. A major project is defined as providing enterprise-wide promotional support	Yes	The bidder must provide a brief description demonstrating the capacity.	

Item No.	SOR Reference	Mandatory Requirement	Substantiation Required Yes/No	Type of Substation to be provided	Bidder Substantiation
M43	Annex D	The vendor must have experience developing communication strategies for enterprise customers.	Yes	The bidder must provide at least two (2) examples of communication strategies they have developed for past customers	
M44	Annex D	The account management team must have experience hosting information sessions for enterprise customers.	Yes	The bidder must provide a brief description demonstrating the capacity.	

2. POINT-RATED EVALUATION CRITERIA

Item No.	SOR Reference	Rated Requirement	Bidder Substantiation	Max Points	Point Scale	Point Score
R1	Annex D	Rate of up time of the web-hosted platform in excess of M33	The bidder must provide a brief description demonstrating the criteria	3	> 99.95% = 3 points	
R2	Annex D	Rate of utilization of core video product, on average, over past three years (views per capita, per organization)	The bidder must provide a statement demonstrating the above capacity.	5	60-65% = 1 point 66-70% = 3 points 71-75%+ = 5 points	
R3	Annex D	Rate of utilization, on average, over past two years (views per capita, per organization)	The bidder must provide a statement demonstrating the above capacity	5	80-85% = 1 point 86-90% = 3 points Above 91% = 5 points	
R4	Annex D	Number of videos in each language, in addition to the mandatory 500 videos per language.	The bidder must provide a numbered list of all available videos on the platform	5	501-510 selections = 1 point 511-520 selections = 3 points 521-530+ selections = 5 points	
R5	Annex D	Number of video subject areas in excess of the minimum (i.e. 15) described in M37	The bidder must provide a categorized list of all available videos on the platform.	5	16 (i.e. 15 required categories + 1) = 1 points	

Item No.	SOR Reference	Rated Requirement	Bidder Substantiation	Max Points	Point Scale	Point Score
					17 (i.e. 15 required categories + 2) = 3 points 18+ (i.e. 15 required categories + 3 or more) + = 5 points	
R6	Annex D	Web Chat feature characteristics: Web Chat sessions available with simultaneous English and Canadian French translations	The bidder must provide a statement and accompanying screenshots demonstrating the above capacity. In addition, the above capacity must be available during the free trial period for evaluation purposes	3	Web Chat sessions available with simultaneous English and Canadian French translations = 3 points	

Item No.	SOR Reference	Rated Requirement	Bidder Substantiation	Max Points	Point Scale	Point Score
R7	Annex D	<p>Proven level of accessibility (core service)</p> <p>The Web Content Accessibility Guidelines (WCAG) are technical standards on web accessibility developed by the World Wide Web Consortium (W3C). The guidelines aim to make websites, apps, electronic documents, and other digital assets accessible to people with a broad range of disabilities, including sensory, intellectual, learning and physical disabilities</p>	<p>The bidder must provide a description demonstrating their level of compliance.</p>	9	<p>WCAG 2.0 = 5 points WCAG 2.1 A = 7 points WCAG 2.1 AA = 9 points</p>	

3. FINANCIAL EVALUATION

PSPC will conduct the financial evaluation based on the methodology detailed below. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. The ratio will be 60% for the technical merit and 40% for the price.

Bidders must complete tables 1 through 5 below, with their firm unit price, applicable tax and total with currency. For purposes of the Financial Bid, Bidders may reproduce these tables in their entirety in order to complete.

Note: the per capita price must be based on the consortium of federal public service employees (approximately 235,000 people), but the price quoted will also include coverage for members of Canadian Armed Forces (CAF), Royal Canadian Mounted Police (RCMP), family members of the aforementioned organizations and CAF and RCMP Veterans

For the period of 2021 to 2022, usage of services similar to those described in this RFP were as follows:

- Total Trainings Accessed: 116,334
- Total Hours of Training: 13,573

The Financial Proposal will be established as the sum of the sub-totals of tables 1 though 5. The calculation of the Financial Bid will be conducted in accordance with the formula below:

Formula:

$(\text{Lowest Proposal} / \text{Bidder's Proposal}) \times 40 = \text{Financial Score}$

Item No.	Table 1 – Initial Year Initial Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

Item No.	Table 2 – Option Year One Optional Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

Item No.	Table 3 – Option Year Two Optional Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

Item No.	Table 4 – Option Year Three Optional Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

Item No.	Table 5 – Option Year Four Optional Deliverables Description	
		Firm Annual Price
1.	Website access / Product Name:	
	Sub Total:	
	Taxes (if applicable):	
	Total:	
	Currency:	

4. OPTIONAL GOODS - Optional self-paced training or health improvement digital modules [NOT EVALUATED]

Bidders can provide a list of optional self-paced training or health improvement digital modules available, and associated costs if applicable. Table 6 however will not be assessed during the evaluation stage and will not be used for the purpose of selecting the winning bidder.

The Contractor certifies that the prices proposed in Table 6 are not in excess of the lowest prices charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

Bidders may reproduce and edit Table 6 in its entirety in order to provide a complete list of products

Note: the per capita price must be based on the consortium of federal public service employees (approximately 235,000 people), but the price quoted will also include coverage for members of Canadian Armed Forces (CAF), Royal Canadian Mounted Police (RCMP), family members of the aforementioned organizations and CAF and RCMP Veterans

For the period of April 1, 2021 – March 31, 2022, usage of services similar to those described in this RFP were as follows:

- Total Trainings Accessed 116,334
- Total Hours of Training 13,573

Item No.	Table 6. Optional Self-paced training or Health improvement digital modules					
	<i>Bidders can provide a list of materials and resources available and associated costs if applicable</i>	Firm Annual Per Capita Price (Original Contract Period)	Firm Annual Per Capita Price (Option Year One)	Firm Annual Per Capita Price (Option Year Two)	Firm Annual Per Capita Price (Option Year Three)	Firm Annual Per Capita Price (Option Year Four)
1.	App / Product Name:					
2.	App / Product Name:					
3.	App / Product Name:					
4.	App / Product Name:					
5.	App / Product Name:					
6.	App / Product Name:					
7.	App / Product Name:					
	Sub Total:					
	Taxes (if applicable):					
	Total:					
	Currency:					

ANNEX E to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX F to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)