



RETURN BIDS TO:

Canadian Nuclear Safety Commission (CNSC)

Send by email to: solicitation-demandedesoumission@cnsccsn.gc.ca

Bid solicitation

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

Proposal to: Canadian Nuclear Safety Commission (CNSC)

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 thereof.

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. By submitting a bid, the Bidder confirms that it accepts all the terms and conditions set out in the resulting contract clauses included in this bid solicitation, should it be awarded a contract.

Instructions: See herein

Canada Buys is the official site for the CNSC to meet its trade agreement obligations and the authoritative source for Government of Canada tenders.

Title: Employee Assistance and Wellness Program Services	
Solicitation no.: 5000068763	Date: January 16, 2023
File No. – N° de dossier: 5000068763	
Solicitation closes: At 2 p.m. / 14 h February 20, 2023	Time zone: Eastern Standard Time (EST)
Address inquiries to: CNSC Procurement Team	
Email: Solicitation-demandedesoumission@cnsccsn.gc.ca	
Destination: See herein	
Delivery required:	Delivery offered:
Supplier name and address:	
Telephone:	
Fax:	
Name and title of person authorized to sign on behalf of supplier (type or print):	
Signature	Date



Bid Solicitation

For the Provision of

Employee Assistance and Wellness Program Services



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This bid solicitation is divided into six 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, if applicable, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract;

The Attachments include:

List of Attachments to Part 3 (Bid Preparation Instructions):

[Attachment 1 to Part 3: Pricing Schedule](#)

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):

[Attachment 1 to Part 4: Bid Evaluation Criteria](#)

The Annexes include:

[ANNEX A - STATEMENT OF WORK](#)

[Annex B – Employee Location](#)

[Annex C- Example of analytics to be included in the annual reporting](#)

[Annex D- Basis of Payment](#)

1.2 Summary

- a. This bid solicitation is being issued to satisfy the requirement of the Canadian Nuclear Safety Commission (the "**Client**") for the provision of Employee Assistance Program Services.
- b. It is intended to result in the award of one contract for one year with nine, one year option periods.
- c. The requirement is not subject to the trade agreements.

1.3 Debriefings

After a contract is awarded, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

A de-brief is intended to:

- a. Provide the Bidder with feedback on their proposal and the solicitation process;
- b. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;



- c. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

1.4 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 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions incorporated by reference in the bid solicitation (number, date and title) are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by PWGSC. All of the clauses of this document are legally binding on the parties.
- 2.1.2 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.
- 2.1.3 The 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.
- 2.1.4 With the exception of sections 1 and 3 of the 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements all references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Canadian Nuclear Safety Commission (CNSC). Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Canadian Nuclear Safety Commission.
- 2.1.5 Standard Instructions [2003](#) (2022-03-29), Goods or Services - Competitive Requirements, are further modified with the following:
 - a. Section 5-Submission of Bids, Subsection 4, is amended as follows:

Delete: sixty (60) days

Insert: 180 consecutive days
 - b. Section 6- Late Bids, is amended as follows:



Delete: The content in its entirety.

Insert: For bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of late bids submitted.

- c. Section 7 Delayed Bids, Subsection 1 and Subsection 3, are amended as follows:

Delete: The Subsections in their entirety.

- d. Section 8 Transmission by Facsimile or by epost Connect, is amended as follows:

Delete: The Section in its entirety.

- e. Section 18 Conflict of Interest Unfair Advantage, is amended as follows:

Insert:

4. The Canadian Nuclear Safety Commission (CNSC) reserves the right to review real, potential or apparent conflict(s) of interest. Bidders must disclose any of their activities related to the subject of the Statement of Work that are licensed by the CNSC. Bidders are also required to disclose any involvement in previous, current or planned work undertaken for a CNSC licensee that is or may be related to the subject of the Statement of Work. Such activities or work are not in themselves grounds for rejection; however, bids to review previous work contributed by the bidder on behalf of a CNSC licensee, and bids to make recommendations affecting the CNSC licensing decisions in which the bidder has a financial or nonfinancial interest may be rejected.

5. Bidders must address in detail, in their submitted bids, any real, potential or apparent conflict(s) of interest they may encounter while performing the work and must substantiate which measures, they are taking to prevent the conflict(s). If in doubt about a particular situation, bidders may contact the Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential, or apparent conflict of interest exists.

- f. Section 20- Further Information, Subsection 2, is amended as follows:

Delete: The Subsection in its entirety.

All other provisions remain in effect. If there is a conflict between the provisions of Standard Instructions 2003 (2022-03-29), Goods or Services - Competitive Requirements, and this document, this document prevails.

2.2 Submission of Bids

- a. Bids must be submitted only to CNSC e-mail address: solicitation-demandedesoumission@cnsccsn.gc.ca by the date and time indicated on page 1 of the bid solicitation.
- b. Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- c. CNSC is limited to individual emails of a maximum size of 15 MBs.
- d. Due to the nature of the bid solicitation, bids transmitted by facsimile to CNSC will not be accepted.



2.3 Former Public Servant

See [Part 5 – Certifications](#), for certification required with the bid and section [6.6 of Part 6 – Resulting Contract Clauses](#).

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the required information before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.4 Enquiries – Bid Solicitation

- 2.4.1 All inquiries must be submitted in writing to the contracting authority no later than **five (5) calendar days** before the bid closing date. Inquiries received after that time may not be answered.
- 2.4.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the inquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical inquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the CNSC determines that the inquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all bidders. Inquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

- 3.1.1 Canada requests that bidders provide their bid in separate sections as follows:



- i. Section I: Technical Bid (1 email copy)
- ii. Section II: Financial Bid (1 email copy)
- iii. Section III: Certifications (1 email copy)

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

NB: Please note that CNSC is limited to individual emails of a maximum size of 15 MBs.

3.1.2 **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :

- i. use a numbering system that corresponds to the bid solicitation;
- ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iii. Include a table of contents.
- iv. Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf
 - Microsoft Word 97/2000 (.doc)
 - Microsoft Excel 97/2000 (.xls)

3.2 Section I: Technical Bid

3.2.1 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.

3.2.2 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.

3.2.3 [Part 4, Evaluation Procedures](#), contains additional instructions that bidders should consider when preparing their technical bid.

3.3 Section II: Financial Bid

A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in [Attachment 1 to Part 3](#).

B. Bidders must submit their prices/rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

3.4 Section III: Certifications

Bidders must sign and submit the certifications required under Part 5 of this bid solicitation.



ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

1. Financial Bid

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all-inclusive rates (in Cdn \$)

2. Travel and Living Expenses

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- i. all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/>;
- ii. any travel expenses for travel between the Contractor's place of business and the NCR; and
- iii. any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

3. All Costs to be Included

The financial bid must include all costs for the requirement described in the bid solicitation, including any option periods. Firm all-inclusive rates and totals must include all expenses and costs incurred in the preparation, coordination and performance of the Work and deliverables including but not limited to equipment, software, peripherals, cabling and components administrative costs, project management costs, printing and copies of material, promotional services, program evaluation and statistical reporting, program satisfaction surveys, facilities, all communications costs such as long distance charges, tele and/or video conferencing fees, all travel and living costs associated with providing the services and all other costs associated with the Bidder's delivery of the Work.

4. Blank Prices

Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

5. Exchange Rate

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

6. Electronic Payment of Invoices - Bid

Canada requests that Bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

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

Option 1:



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

- () Direct Deposit (Domestic and International)

Option 2:

- () The Bidder does not accept to be paid by Electronic Payment Instruments.

7. Calculation of Evaluated Financial Bid Price

The evaluated financial bid price will be determined by adding its firm all-inclusive rates (CAD), Applicable Taxes excluded, for each of the periods identified, as per Table 1 below.

Table 1	
Description	Sub-total
Sub-total of Initial Contract Period	\$
Sub-total of Option Period 1	\$
Sub-total of Option Period 2	\$
Sub-total of Option Period 3	\$
Sub-total of Option Period 4	\$
Sub-total of Option Period 5	\$
Sub-total of Option Period 6	\$
Sub-total of Option Period 7	\$
Sub-total of Option Period 8	\$
Sub-total of Option Period 9	\$
Total evaluated financial bid price	\$

Note to Bidders: The proposed firm all-inclusive monthly rates for Clinical, Advisory and Extended Wellness Services should be based on approximately 1000 employees. Pricing must also account for minor (+/- 5%) fluctuations in employee numbers.

Initial Contract Period: 1 year		
1) Clinical, Advisory and Extended Wellness Services as described in sections 5.1, 5.2 and 5.4 of Annex A, Statement of Work.		
Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 15 hours	\$



3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 10 hours	\$
Sub-total of Initial Contract Period: [total 1) + total 2) + total 3)]		\$

Option Period 1: 1 year		
1) Clinical and Advisory Services as described in sections 5.1 and 5.2 of Annex A, Statement of Work.		
Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 15 hours	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 10 hours	\$
Sub-total of Option Period 1: [total 1) + total 2) + total 3)]		\$

Option Period 2: 1 year		
1) Clinical and Advisory Services as described in sections 5.1 and 5.2 of Annex A, Statement of Work.		
Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.		



Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 15 hours	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 10 hours	\$
Sub-total of Option Period 2: [total 1) + total 2) + total 3)]		\$

Option Period 3: 1 year		
1) Clinical and Advisory Services as described in sections 5.1 and 5.2 of Annex A, Statement of Work.		
Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 15 hours	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 10 hours	\$
Sub-total of Option Period 3: [total 1) + total 2) + total 3)]		\$

Option Period 4: 1 year		
1) Clinical and Advisory Services as described in sections 5.1 and 5.2 of Annex A, Statement of Work.		



Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 15 hours	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 10 hours	\$
Sub-total of Option Period 4: [total 1) + total 2) + total 3)]		\$

Option Period 5: 1 year		
1) Clinical and Advisory Services as described in sections 5.1 and 5.2 of Annex A, Statement of Work.		
Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 15 hours	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 10 hours	\$
Sub-total of Option Period 5: [total 1) + total 2) + total 3)]		\$



Option Period 6: 1 year		
1) Clinical and Advisory Services as described in sections 5.1 and 5.2 of Annex A, Statement of Work.		
Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 15 hours	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 10 hours	\$
Sub-total of Option Period 6: [total 1) + total 2) + total 3)]		\$

Option Period 7: 1 year		
1) Clinical and Advisory Services as described in sections 5.1 and 5.2 of Annex A, Statement of Work.		
Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 15 hours	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)



\$	X 10 hours	\$
Sub-total of Option Period 7: [total 1) + total 2) + total 3)]		\$

Option Period 8: 1 year

1) Clinical and Advisory Services as described in sections 5.1 and 5.2 of Annex A, Statement of Work.

Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$

2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.

Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 15 hours	\$

3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.

Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 10 hours	\$

Sub-total of Option Period 8: [total 1) + total 2) + total 3)]		\$
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Option Period 9: 1 year

1) Clinical and Advisory Services as described in sections 5.1 and 5.2 of Annex A, Statement of Work.

Firm all-inclusive monthly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	x 12 months	\$

2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.

Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
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\$	X 15 hours	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.		
Firm all-inclusive hourly rate in CAD (A)	Units (B)	Total (C = A x B)
\$	X 10 hours	\$
Sub-total of Option Period 9: [total 1) + total 2) + total 3)]		\$



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 CNSC representatives will evaluate the bids.

4.1.1 Technical Evaluation

a) Mandatory technical criteria

Refer to Attachment 1 to Part 4 of this bid solicitation.

b) Point-Rated technical criteria

Refer to Attachment 1 to Part 4 of this bid solicitation. Point-rated technical criteria not addressed in the bid will be given a score of zero.

4.1.2 Financial Evaluation

Refer to Attachment 1 to Part 3 of this bid solicitation.

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

4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating;and
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 70% the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



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.
8. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 2 to Part 4 will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of 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 (70%) and price (30%)

		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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined rating		84.17	73.15	77.70
overall rating		1st	3rd	2nd



ATTACHMENT 1 to PART 4 – TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

1.1 The bid must meet the mandatory technical criteria specified below. The Bidder must address each criterion separately and provide the necessary documentation to support compliance with each criterion. Simply repeating the statement contained in the bid solicitation without supporting detail is not sufficient and does not demonstrate compliance.

1.2 Any bid that fails to meet the mandatory technical criteria will be declared non-responsive and will receive no further consideration.

No.	Mandatory Evaluation Criteria	Bid preparation Instructions	Met/Not met
M1	<p>The Bidder must demonstrate that they hold an Employee Assistance Program (EAP) Accreditation from the Council on Accreditation*</p> <p>* Canadian Council on Accreditation (coanet.org)</p>	<p>To demonstrate this criterion, the Bidder should provide a copy of the accreditation with their bid. If not provided with the bid, a copy must be provided upon request by the Contracting Authority in the timeline identified in the request.</p>	
M2	<p>The Bidder must demonstrate that they have a minimum of 5 years of experience, in the last 8 years at the time of RFP closing, providing EAP services to a minimum of 2500 users and which included at least all the following in both English & French:</p> <ol style="list-style-type: none"> 1. 24/7 free access to services 2. Immediate counselling in case of crisis 3. Secure webchat 4. Equitable access for persons with disabilities: <ol style="list-style-type: none"> a. 24/7 toll-free TTY b. Website accessible in conformity with the most current from the international World Wide Web Consortium (W3C) 5. Across Canada 6. Online services and library of self-help resources (e.g., FAQ sheets, courses, links to no-cost community resources) 7. Advertising or promotional material 	<p>The Bidder must provide a list and description of contracts undertaken during the eight (8) years preceding the date of bid closing.</p> <p>To demonstrate compliance with this criterion, the bidder must at a minimum provide all of the following:</p> <ol style="list-style-type: none"> i. The organization for whom the work was conducted ii. The start and end date of the contract iii. A description of the services provided that demonstrate the criterion. 	



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2.0 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with these requirements. **Simply repeating the statement contained in the bid solicitation without supporting detail is not sufficient and does not demonstrate compliance.**

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

Criteria	Rated Requirements	Point allocation/ Bid Preparation Instructions	Score
R1	<p>The Bidder should demonstrate the robustness of the available services in the following areas:</p> <p>A) Geographic locations of counselors in cities identified in Appendix A to Annex A, Statement of Work.</p> <p>B) Variety of expertise available for clinical counseling services</p> <p>C) Diversity of counselors for example: different genders, races, cultures, sexual orientation</p> <p>D) Availability of services in different languages, other than French and English</p>	<p>Points will be allocated as follows:</p> <p>A) Geographic location in Appendix A to Annex A, Statement of Work.</p> <p>To demonstrate this, the Bidder should submit a map or list of the cities in which they offer in-person services.</p> <p>10 out of 10 cities = 20 points 9 out of 10 cities = 17 points 8 out of 10 cities = 14 points 7 out of 10 cities = 11 points 6 out of 10 cities = 8 points 1 to 5 out of the cities = 5 points 0 out of the 10 cities = 0 points</p> <p>B) Variety of Expertise:</p> <p>To demonstrate this, the Bidder should submit a description of the clinical counseling services they provide.</p> <p>Domestic Abuse =2 points Addictions = 2 points Suicidal ideation = 2 points Family Relationships = 2 points Work life balance = 2 points Others = 2 points per clinical counseling service up to 20 points</p> <p>C) Diversity of Counselors:</p>	<p>A) /20</p> <p>B) /30</p> <p>C) /5</p>



		<p>To demonstrate this, the Bidder should submit a brief description of the diversity of their counselors who provide the services. Yes = 5 points No = 0 points</p> <p>D) Languages</p> <p>To demonstrate this, the Bidder should list the languages, other than English and French, in which they provide the services. Yes = 5 points No = 0 points</p>	D) /5
R2	<p>The Bidder should provide detailed information about the minimum qualifications required for the intake counselors of the 24/7 toll-free and online EAP service access points.</p> <p>Specifically:</p> <p>A) Minimum acceptable educational requirement</p> <p>B) Minimum acceptable *relevant experience required</p> <p>*Relevant experience is defined as an intake counsellor or similarly related experiences supporting callers/clients at the beginning of a case management or other social program.</p> <p>C) Depth and breadth of in-house training program prior to start taking calls</p>	<p>Points will be allocated as follows:</p> <p>A) Education</p> <p>To demonstrate this, the Bidder should describe their minimum education requirements for intake counselors.</p> <p>Post-secondary education in a relevant field. For example, anything related to mental health training(s) Ex: psychology, social work, psychiatry, health = 5 points</p> <p>Post secondary education in a non-relevant field Ex: Business, Communications, Marketing = 2 points</p> <p>No post-secondary education = 0 points</p> <p>B) Experience:</p> <p>To demonstrate this, the Bidder should describe their minimum *relevant experience requirements for intake counselors.</p> <p>5+ years = 5 points 4years = 4 points 3 years = 3 points 2 years = 2 points less than 2 years = 0 points</p> <p>C) In-house Training Program</p>	<p>A) /5</p> <p>B) /5</p> <p>C) /20</p>



		Points will be allocated in accordance with Table 1 below for each of the following: i. number and variety of training courses ii. duration of training iii. preparation for taking calls iv. monitoring	
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Table 1	
Points	Description
0	Information provided does not address the element of the criterion.
2	Information provided about the elements of the criterion is high level with little detail in the description. Not enough information is provided to assess the element of training program.
3	Information provided about the element of the criterion provides some detail and an overview, but not enough information is provided to assess the depth of the element of training program.
4	Information provided about the element of the criterion is detailed and demonstrates that the element of the training program is adequate but not in depth.
5	Information provided about the element of the criterion is comprehensive and demonstrates that the element of the training program is in depth and well prepares intake counselors for taking calls.

R3	<p>The Bidder should demonstrate their step-by-step workflow and service standards for typical situations:</p> <p>A) Corporate crisis example: fellow co-workers needing support because of a serious workplace incident</p> <p>B) Employee crisis example: employee in need of immediate support to prevent harm or another critical incident</p> <p>C) Non-crisis example: employee distressed over life or work issue</p>	<p>Points will be allocated as follows:</p> <p>For each situation (A, B and C), 2 points per phase will be awarded for demonstrating each of the phases 1 and 2 and 3.</p> <p>For each situation (A, B and C), 10 points in total will be awarded for demonstrating phase 4.</p> <p>To demonstrate this, for each situation identified (A, B and C), the Bidder should submit a visual diagram (i.e., Visio, PowerPoint, PDF, or other) that outlines the general workflow for each of these phases:</p> <ol style="list-style-type: none"> 1. Intake phase 2. Clinical phase: actions taken & referrals 3. Closure (end) phase 4. Addressing user dissatisfaction or issues arising from phases 1, 2 and 3. 	<p>Situation A) /16</p> <p>Situation B) /16</p> <p>Situation C) /16</p>
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<p>R4</p>	<p>The Bidder should demonstrate:</p> <p>A) That they have user feedback mechanisms.</p> <p>B) How the feedback is used to improve services.</p> <p>C) Service agreements that outline response times, investigation, evaluation and any other factors.</p>	<p>Points will be allocated as follows:</p> <p>A) User feedback mechanisms</p> <p>To demonstrate this, the Bidder should submit screen shot of the webpage showing feedback or contact us option and a copy of a user survey</p> <p>i) Contact for employee feedback = 5 points</p> <p>No contact for employee feedback = 0 points</p> <p>ii) User satisfaction survey = 5 points</p> <p>No user satisfaction survey = 0 points</p> <p>B) User feedback use:</p> <p>To demonstrate this, the Bidder should submit a description of what they do with the user feedback and how they use it to improve services.</p> <p>Description provided of how feedback is used to improve services = 10 points</p> <p>No description provided = 0 points</p> <p>C) Service Agreements</p> <p>Description or copy of Service agreement provided which outlines response times, investigation, evaluation and any other factors = 10 points</p> <p>No description or Service Agreement provided = 0 points</p>	<p>A) /10</p> <p>B) /10</p> <p>C) /10</p>
<p>R5</p>	<p>The Bidder should demonstrate the variety of services available under its proposed EAP program outside of the clinical services.</p> <p>Examples: virtual cooking, fitness, legal services, nutrition, financial.</p>	<p>Points will be allocated as follows:</p> <p>Each service outside of clinical services = 2 points each up to a maximum of 20 points.</p> <p>To demonstrate this, the Bidder should identify the services it will make</p>	<p>/20</p>



		available to CNSC and provide a brief description of each one.	
R6	<p>The Bidder should demonstrate their reporting data / analytics in the following areas:</p> <ul style="list-style-type: none"> a) Number of users by region (demographics) b) Services being used (frequently used services) c) How services being accessed (modalities) d) Top 10 topics e) Recommendations- based on, but not limited to: <ul style="list-style-type: none"> i) corporate priorities ii) usership iii) hybrid work environment iv) services accessed v) other 	<p>Points will be allocated as follows:</p> <p>To demonstrate this, for each of the areas below the Bidder should submit a sample report* or screenshot of the dashboard* including a brief description of features of the dashboard and how it works</p> <p>*Must be in a format that is accessible to the CNSC (Microsoft product or PDF)</p> <ul style="list-style-type: none"> A) Demographic information: Yes = 5 points No = 0 points B) Frequently used services: Yes = 5 points No = 0 points C) How the service is accessed: Yes = 5 points No = 0 points D) Top 10 topics: Yes = 5 points No = 0 points E) Recommendations: Yes = 10 points No = 0 points 	<ul style="list-style-type: none"> A) /5 B) /5 C) /5 D) /5 E) /10
R7	<p>The Bidder should demonstrate they have a variety of advertisement material that it will make available to CNSC under its proposed EAP to promote the services to users.</p>	<p>Points will be allocated as follows:</p> <p>To demonstrate this the Bidder should submit a PDF, screenshot, or other format of the material.</p> <ul style="list-style-type: none"> i) Electronic material: Yes-10 points No- 0 points ii) Hard copy material: Yes- 5 points 	<ul style="list-style-type: none"> i) /10 ii) /5



		No- 0 points	
		Maximum Points Available	233
		Minimum Pass Mark	138
		Bidder's Score	/233



PART 5 – CERTIFICATIONS

- 5.1** Bidders must provide the required certifications and associated information to be awarded a contract.
- 5.2** The certifications provided by the bidders to the CNSC are subject to verification by CNSC at all times. CNSC will declare a bid non-responsive or will declare a contractor in default in carrying out any of its obligations under the Contract, 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.
- 5.3** The Contracting Authority will have the right to ask for additional information to verify bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.4 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

5.5 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.5.1 Status and Availability of Resources (A3005T – 2010-08-16)

1. The bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the CNSC representatives and at the time specified in the bid solicitation or agreed to with the CNSC. If for reasons beyond its control, the bidder is unable to provide the services of an individual named in its bid, the bidder may propose a substitute with similar qualifications and experience. The bidder must advise the contracting authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
2. If the bidder has proposed any individual who is not an employee of the bidder, the bidder certifies that it has the permission from that individual to propose his/her services in relation to the work to be performed and to submit his/her résumé to the CNSC. The bidder must, upon request from the contracting authority, provide a written confirmation, signed by the individual, of the permission given to the bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.5.2 Education and Experience (A3010T – 2010-08-16)



1. The bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the bidder to be true and accurate.
2. Furthermore, the bidder warrants that every individual proposed by the bidder for the requirement is capable of performing the work described in the resulting contract.

5.6 Mandatory Certifications Precedent to Contract Award

The certifications listed below *should be completed and submitted with the bid but may be submitted afterwards*. If any of these required certifications is not completed and submitted as requested, the contracting authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.7 Former Public Servant – Competitive Bid

5.7.1 Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, CNSC will inform the Bidder of a time frame within which to provide the information. Failure to comply with CNSC's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

5.7.2 Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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



Former public servant in receipt of a pension

- Is the bidder a FPS in receipt of a pension as defined above? **Yes** () **No** ()
- Is the bidder or the bidder's employee a former CNSC/AECB (Atomic Energy Control Board) employee? **Yes** () **No** ()

If so, the bidder must provide the following information:

- a. name of former public servant
- b. date of termination of employment or retirement from the Public Service

By providing this information, Bidders agree that the successful bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Workforce Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? **Yes** () **No** ()

If so, the bidder must provide the following information:

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

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



PART 6 – RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

There is no security requirement associated with the requirement.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled (*to be inserted at contract award*), dated (*to be inserted at contract award*).

6.3 Standard Clauses and Conditions

6.3.1 All clauses and conditions incorporated by reference in the contract (number, date and title) are set out in the [*Standard Acquisition Clauses and Conditions \(SACC\) Manual*](#) (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. All of the clauses of this document are legally binding on the parties. The following changes are made:

6.3.2 General Conditions

2035 (2022-12-01), General conditions: Higher Complexity - Services apply to and form part of the contract. The following change is made:

- a) Replace section 34 with the following:
- i. The contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2) the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector*, the *Treasury Board Policy on Conflict of Interest and Post- Employment*, the *CNSC Values and Ethics Code*, the *CNSC Conflict of Interest and Post-Employment Policy*, the *CNSC Directive on Reporting and Managing Financial Conflicts of Interest* and/or all other codes of conduct applicable within specific federal organizations cannot derive any direct benefit resulting from the contract.
 - ii. Contractors, subcontractors, or any of their respective employees working full-time on CNSC premises must comply with the *Values and Ethics Code for the Public Sector*, the *Treasury Board Policy on Conflict of Interest and Post- Employment*, the *CNSC Values and Ethics Code*, the *CNSC Conflict of Interest and Post-Employment Policy* and the *CNSC Directive on Reporting and Managing Financial Conflicts of Interest*.
 - iii. Post-employment procedures apply to individuals who have left the public sector.
 - iv. The *CNSC Values and Ethics Code*, *CNSC Conflict of Interest and Post-Employment Policy* and the *CNSC Directive on Reporting and Managing Financial Conflicts of Interest* can be found at <http://www.nuclearsafety.gc.ca/eng/about-us/values-and-ethics/index.cfm>

6.3.3 Supplemental General Conditions

6.3.3.1 Compliance with on-site measures, standing orders, policies, and Rules



The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies, or other rules in force at the site where the Work is performed.

6.3.3.2 Personal Information

SACC Manual clause 4008 (2008-12-12) Personal Information.

6.3.3.3 Supplemental General Conditions- Protection and Security of Data Stored in Databases

1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
 - a. equivalent protections are given to personal information as in Canada under legislation such as the *Privacy Act*, R.S. 1985, c.P-21, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
 - b. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.

In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

2. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
3. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in an another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
4. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
5. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
6. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.



6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract is from date of contract to one year from date of contract (*specific dates to be inserted at contract award*).

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 9 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 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.

6.5 Authorities

6.5.1 Contracting Authority

The contracting authority for the contract is:

Name:

Title: Contracting Specialist

Canadian Nuclear Safety Commission

Corporate Services Branch

P.O. Box 1046, Station B

280 Slater Street

Ottawa, Ontario K1P 5S9

Canada

Telephone:

Email:

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

6.5.2 Project Authority

(To be identified at contract award)

The project authority for the contract is:

Name:

Title:

Canadian Nuclear Safety Commission

P.O. Box 1046, Station B

280 Slater Street

Ottawa, Ontario K1P 5S9



Canada

Telephone:

Email: _____@cnsccsn.gc.ca

The project authority is the representative of the CNSC and is responsible for all matters concerning the technical content of the work under the contract. Technical matters may be discussed with the project authority; however, the project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

6.5.3 Contractor's Representative

(To be identified at contract award)

Name:

Title:

Telephone:

Fax:

Email:

6.6 Proactive Disclosure of Contracts with Former Public Servants (A3025C – 2013-03-21)

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#), R.C.S. 1985, c. P-36 pension, the contractor has agreed that this information will be reported on departmental Web sites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

6.7 Payment

6.7.1 Basis of Payment

For the satisfactory performance of the contract, the contractor shall be paid in accordance with the basis of payment, which is found in Annex B attached to this contract.

6.7.2 Method of Payment – Monthly Payment

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

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

6.7.3 T1204 – Information Reported by Contractor (A9116C – 2007-11-30 - modified)

- 6.7.3.1 Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts



involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

6.7.3.2 To enable departments and agencies to comply with this requirement, the contractor must provide the following information prior to signature of the contract:

- a. the legal name of the contractor, i.e. the legal name associated with its business number or social insurance number (SIN), as well as its address and postal code;
- b. the status of the contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- c. the business number of the contractor if the contractor is a corporation or a partnership and the SIN if the contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the contract must provide its SIN;
- d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

6.7.3.3 The information must be sent to the contracting authority. If the information includes a SIN, the information should be provided in an envelope marked "Protected".

6.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" in the General Conditions.
- b. submitted electronically at: finance@cnsccsn.gc.ca.
- c. The Contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.
- d. The last and final invoice under the contract shall be clearly marked "final invoice".

6.9 Certifications

6.9.1 Instructions to Bidders/Contractors (A3015C – 2008-12-12)

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by the CNSC during the entire period of the Contract. If the contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, the CNSC has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.2 SACC Manual Clauses

[G1005C \(2006-01-28\) - Insurance](#)

[A2000C \(2006-06-16\) - Foreign Nationals \(Canadian Contractor\)](#)

6.10 Applicable Laws

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



6.11 Priority of Documents

The following documents form part of the legally binding agreement between the parties. 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, including any individual SACC clauses incorporated by reference in these Articles of Agreement
- (b) Supplemental general conditions under section 6.3.3 (section number may be revised at contract award)
- (c) the General Conditions 2035 (2022-12-01)– General conditions: Higher Complexity - Services
- (d) annex B – Employee Location
- (e) annex C- Example of analytics to be included in the annual reporting
- (f) annex D- Basis of Payment
- (g) the contractor's bid dated (*insert date of bid*)

6.13 Third-Party Information

6.13.1 The contractor acknowledges that all third-party technical documents supplied for the purpose of this contract belong to the third party. The contractor must return these technical documents to the originator upon completion of the contract.

6.13.2 The contractor acknowledges that proprietary third-party technical documents belong to the third party and must be treated as confidential. No physical copies or digital records of technical documents must be retained by the contractor after completion of the contract.

6.13.3 Upon completion of the contract, the contractor must immediately return all proprietary technical documents to the originator and must provide the CNSC with a certificate of a senior officer of the contractor certifying such return and that no copies of proprietary technical documents, or any part thereof, in any form remain in the possession or control of the contractor.

6.14 Dispute Resolution

1. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
2. 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.
3. 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.
4. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met. To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



6.16 No Responsibility to Pay for Work not performed due to Closure of Government Offices or Network Outages

- a. If applicable, where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b. If, as a result of any strike, lock-out or network outage, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises or its network and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises or network.



ANNEX A - STATEMENT OF WORK

1.0 TITLE

The provision of Employee Assistance Program (EAP) services to the Canadian Nuclear Safety Commission of Canada (CNSC).

2.0 BACKGROUND:

The CNSC regulates the use of nuclear energy and materials to protect health, safety, security, and the environment. The CNSC believes the physical and mental wellbeing of all employees are key aspects leading to organizational success and sustainability and essential to serving Canadians and the Government of Canada.

Providing a comprehensive and inclusive EAP service to its employees is critical to supporting CNSC efforts in promoting and fostering a healthy, wellness-focused workplace for its employees and their families.

Participation in the EAP program will be voluntary. Sensitive information will be shared directly from the participant to the EAP counsellor and does not require CNSC’s involvement.

The CNSC employs approximately 1,000 persons with expertise in a wide variety of different subject areas at locations across Canada.

See **Appendix A** for the approximate number of employees by geographic distribution.

The table below provides the utilization rates for clinical services (counselling only) over the last four years:

2021-22	2020-21	2019-20	2018-19
11.10%	8.70%	8.40%	10.0%

3.0 DEFINITIONS:

3.1 EAP Client:

Refers to every person covered by CNSC’s EAP services. Specifically, it covers all employees of CNSC across Canada and abroad and their eligible family members.

“Employees” include indeterminate, term and student.

Every person covered by the services will further be referred to as “Client”.

3.2 EAP Confidential Help:

Professional assistance offered to the Client by the EAP Counsellor is aimed at the assessment of the Client’s problem(s). Based on this assessment, appropriate short-term counselling, and/or ensuring referral to the best-suited resource in the community for longer term counselling and/or treatment is provided.

3.3 Eligible Family Member:

Each family member of an employee who meets any of the following criteria is eligible to receive EAP services:

- A spouse (including a common-law partner); or
- An unmarried child (including an adopted child, step-child or foster-child) who is:
 - i. under 21 years of age;



- ii. from 21 to 25 years of age and enrolled in a full-time school program; or
- iii. 21 years of age or over, who is fully dependent because of physical or mental impairment; if such impairment existed prior to the child's reaching age 21 or commenced while the child was covered as a student over the age of 21.

3.4 Normal Supervisory Assistance:

Steps taken by a supervisor when an employee's work performance problem stems from the workplace and not from personal problems. Such measures could include a redefinition of the work objectives, on the job or formal training, or temporary reassignment.

3.5 Referrals:

An oral or written recommendation to use the EAP services or other comparable service to encourage the Client to seek assistance in resolving personal or work-related problems that may affect performance.

Self-Referrals: At all times, the Client is encouraged to voluntarily seek confidential help from the EAP or any other outside competent resource on a personal problem.

Formal Referral: A process that is initiated by the supervisor or manager with the guidance of the Labour Relations Advisor, CNSC's EAP Coordinator or Designated Recipients recommending that an employee contact the EAP service provider.

3.6 Short-Term Counselling:

Confidential discussions between a Client and the EAP Counsellor usually lasting an average of six (6) sessions. It is understood that the duration of a counselling session will be approximately one (1) hour.

3.7 Work Performance:

The sum of the duties that an employee must carry out according to the standards established by the supervisor, after consultation with the employee.

4.0 CNSC'S EAP OBJECTIVES:

CNSC recognizes that an employee's health and well-being can be affected by personal problems of all kinds which, if not resolved, may have a negative impact on work performance.

As CNSC moves to a permanent hybrid model, recognizing and offering a variety of wellbeing support in different modalities is important to fostering employee engagement in their wellbeing. It is important that the employee assistance service addresses hybrid and traditional workplace wellness including diversity and accessibility considerations.

4.1 Principles:

- 4.1.1** The workplace can be an effective resource in identifying the Client's health or wellness challenges and motivate them to seek appropriate help.
- 4.1.2** Access to wellbeing support should go beyond the traditional clinical model and use different modalities to engage employees and to promote prevention and early identification of problems.
- 4.1.3** Help is available and tailored to a client's needs. This means that a client with a work performance problem will be offered access to professional and confidential help, both informally and formally, but will always have the final decision in terms of accepting or refusing it.



4.1.4 The Client receiving help from the EAP is not relieved from their obligations towards the employer, nor protected against the consequences of previous actions.

4.2 EAP Files:

4.2.1 Confidentiality of information is vital to the effectiveness of EAP. Information shared with the EAP Counsellor is confidential and, as such, will never be recorded on the Client's personnel file or be made available to management or unions.

4.2.2 EAP files will be under the custody of the EAP Counsellor. No information from such files will be released to anyone without the prior written and informed consent of the Client who sought assistance, except in the following exceptional circumstances:

- i. Situations where, in the opinion of the Counsellor, there is an immediate danger to the life of the Client or an immediate threat or danger to others in the Client's immediate surroundings;
- ii. Situations where the EAP Counsellor must comply with a subpoena or warrant issued or order made by a court; or
- iii. Situations within the discretionary exceptions to confidentiality contained in section 8 of the *Privacy Act*.

4.2.3 The confidentiality and privacy shall be in accordance with:

- i. the *Privacy Act*;
- ii. the *Federal Access to Information Act*; and
- iii. the policy on [Confidentiality and Privacy](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542§ion=text#appB), <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542§ion=text#appB>.

5.0 SCOPE OF WORK:

The Contractor must provide the following EAP services:

- 5.1** Clinical Services
- 5.2** Advisory Services
- 5.3** Trauma, Critical Incident and Crisis Management
- 5.4** Extended Wellness Solutions
- 5.5** Prevention Services
- 5.6** Promotional Services
- 5.7** Program Evaluation and Statistical Reporting, and
- 5.8** Program Satisfaction Surveys



5.1 Clinical Services

- 5.1.1 The Contractor must provide a single toll-free bilingual telephone counselling service that operates 24 hours a day, 7 days a week, for intake services with qualified Counsellors, for the purpose of assessment, short-term counselling, referral and follow-up.
- 5.1.2 The Contractor must provide an immediate response to all requests for assistance with appointments scheduled within two (2) days, except in crisis situations where the appointment is to be scheduled the same day.
- 5.1.3 It is estimated that it takes about 6 sessions (subject to fluctuation) to address any primary issue identified by the user. The EAP Counsellor may determine at any time within the usual period of short-term counselling that the Client should be referred to a local community resource for specialized and/or longer-term assistance.

When longer-term treatment of a user is indicated, the Contractor must provide a referral service to the most appropriate community resource(s). The EAP Counsellor will then act as a Case Manager to assist the user through the referral process and will also offer continued follow-up to ensure the user is satisfied with the services provided.

- 5.1.4 The Contractor must provide follow-ups to all clients who have utilized the EAP services to determine if there are any further needs identified until it is determined this is no longer required and to ensure the services received by the user were rendered appropriately. The follow-ups should be monthly or other frequency, appropriate to the situation.

The Contractor must provide EAP counselling virtual, telephonic or in-person sessions, during the Client's normal working periods (8:00 a.m. to 6:00 p.m. in their time zone, Monday to Friday, except for statutory holidays). The scheduling of appointments must be arranged between the Client and the EAP Counsellor or Contractor.

The Contractor must provide all counseling services at a convenient location in the community with the possibility of providing the services in an appropriate worksite facility. In remote communities lacking both EAP counsellor and/or community-based resources, the assessment and counselling services are to be provided by the Contractor in the employee's community or alternatively in a mutually convenient community.

The Contractor must provide confidential and secure e-counselling or other alternate delivery vehicles when the user chooses to receive services virtually or when in-person counseling cannot be provided.

EAP services must be available and accessible to clients with specific requirements, i.e., disabilities and impairments as outlined in the CNSC Inclusive Workplace Policy. Services must be available for the hearing impaired.

- 5.1.5 Below is a non-exhaustive list of issues where EAP short-term counselling services may be required:

- i. **Personal Well-Being:** personal stress, depression, physical or health problems, grief and loss, anxiety, aging/midlife issues, life transitions, managing anger, mental health and well-being, eating disorders, crisis situations, trauma;



- ii. **Relationship and Family:** communications, relationship conflict, separation/divorce, parenting, domestic abuse, blended family issues, aging parent concerns;
- iii. **Workplace challenges:** workplace conflict, workplace performance, career planning, violence, harassment, work-life balance, work-related stress; and
- iv. **Addictions:** alcohol, drugs, tobacco, gambling, other addictions, post-recovery support.

5.2 Advisory Services

- 5.2.1 The Contractor must provide advice to management, supervisory staff, Labour Relations Advisors and Designated Recipients, on how to deal with and resolve problems including work restoration. When immediate support is required (suicide, significant workplace crisis, etc.) telephone advice will be provided.

5.3 Trauma, Critical Incident and Crisis Management

- 5.3.1 Through briefing/debriefing sessions, at the request of the CNSC, the Contractor must aid in managing trauma or stress experienced as a result of a critical incident which might occur outside the normal course of events/activities at work (e.g., sudden death or serious injury of a colleague, physical assault or the threat of, being subject to an event involving weapons, a hostage taking, major organizational change, etc.).

5.4 Extended Wellness Solutions

The Contractor must provide specialized services to assist EAP Clients address work/life balance issues and problems that may take a toll on their ability to be effective, either at home or at work. This service provides in-depth assessment, consultation, support, advice and coaching on a wide range of issues faced by couples, parents, teens, and young adults throughout their life cycle. The extended wellness solutions may include:

- 5.4.1 Parental support and information about available local resources to help reduce the stress and time involved in researching quality child-related services.
- 5.4.2 Professional advice, information, and resources to help EAP Clients find appropriate care or assistance for elderly or other family members for whom they are responsible.
- 5.4.3 Youth-related Service for teens (aged 12-19) and young adults (aged 20-25), as well as their parents, providing the opportunity to talk to someone outside the family to gain information, support and obtaining an objective point of view to help resolve problems and issues during this trying period. This service also helps teens plan for post-secondary education and / or for subsequent careers.
- 5.4.4 Information and support for expectant parents and those returning to work after a parental leave to facilitate the transition to and from work.
- 5.4.5 Limited legal advice
- 5.4.6 Advice on tutoring programs, special needs schools, and other educational resources including extra-curricular activities. Also addresses the needs of youth planning for university or seeking career counselling.
- 5.4.7 Fitness and Nutrition advice



- 5.4.8 Online wellness promotion services are designed to provide EAP Clients with easily accessible and reliable information on a wide array of self-help work/life topics through a website maintained by the Contractor. Access is restricted to Clients preferably using their work email address as the username and security password.

5.5 Prevention Services

- 5.5.1 The Contractor will provide preventative services such as wellness workshops and training, in both official languages, to educate Clients about personal issues related to lifestyle and work environment, on a variety of wellness topics to include, but not limited to:

- I. Workshops in family and marital issues;
 - Respectful workplace sessions;
 - Stress and anger management counselling;
 - Mediation and conflict resolution training;
 - Coaching and training in change management;
 - Career development coaching and training;
 - Pre-incident/resilience training for employees and managers;
- II. Workplace restoration
 - On-site post-incident trauma support for employees and managers (beyond the intervention per incident as outlined in the Trauma Management Services section);

- 5.5.2 The Contractor must provide customized training sessions at the request of, and as coordinated by the CNSC EAP Coordinator, in person but also through alternate formats such as webinars and videoconferences.

- 5.5.3 In the event that the CNSC's EAP Coordinator requests a session on a topic for which the contractor does not have a ready-made session, the Contractor and the CNSC's EAP Coordinator will work collaboratively to develop the required material.

5.6 Promotional Services

- 5.6.1 The Contractor will provide promotional material to the EAP Coordinator. Appropriate promotional material must be made available in both official languages. This material will include predominantly electronic files (.pdf, .doc, .ppt etc.) with a small supply of printed materials such as posters, brochures, wallet-size cards with the toll-free number. The Contractor will be responsible for drafting printing and publishing the promotional material.

- 5.6.2 Provide, free of charge, up to eight (8) information sessions per contract year about all the available EAP services (approximately but not limited to one hour per session).

- 5.6.3 A promotion program must be designed in consultation with the EAP Coordinator and CNSC Communications Branch to allow for an intensive information campaign shortly after the contract is awarded and informed by the CNSC EAP launch communications plan.

- 5.6.4 The Contractor will provide a yearly communication plan and specifically designed promotion material tied to wellness events to promote services available and provide links to external resources. This will also include short descriptive paragraphs to be used on the CNSC intranet.



5.6.5 The Contractor must keep the Clients aware of the services offered throughout the duration of the contract on a quarterly basis or shorter frequency for emerging or urgent initiatives.

5.6.6 The Contractor will inform the EAP Coordinator of any changes to or addition of new services available which relate to EAP counselling and provide tools to advertise changes to clients which include short descriptive paragraphs to be used on the CNSC intranet.

5.7 Program Evaluation and Statistical Reporting

5.7.1 The Contractor must submit to the CNSC's EAP Coordinator, on a bi-annual basis for the full duration of the contract period, a complete computerized status report of the case load to include the following statistics and a narrative report on program operations. **See appendix B** for a list of all the data points, including:

- i. Number of cases;
- ii. Provincial distribution;
- iii. Organizational distribution;
- iv. Problem types;
- v. Consulting services provided; and
- vi. Calls by managers/supervisors, LR Advisors and Designated Recipients.

5.7.2 The CNSC will monitor the case load using these reports.

5.8 Program Satisfaction Surveys

On an annual basis, the Contractor must conduct a user satisfaction survey in collaboration with the EAP Coordinator. The survey must include a question about age group and gender to allow CNSC to target changes if needed, while observing the program principles of confidentiality and anonymity.

5.9 Additional Requirements

The Contractor must:

5.9.1 Provide offices or arrange for all facilities across Canada and its foreign office(s) (**refer to Appendix A** for a listing of the locations);

5.9.2 Provide offices or facilities that are wheelchair accessible;

5.9.3 Provide telephone TTY services for hearing-impaired individuals;

5.9.4 Have access to all necessary counselling aids, equipment, and tools of the profession to fully satisfy the needs of the CNSC;

5.9.5 Make available to CNSC staff, at no cost, the information that is accessible via its website; and

5.10 References

- i. [Access to Information Act](http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html)
<http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html>
- ii. [Privacy Act](http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html)
<http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html>



- iii. [Personal Information Protection and Electronic Documents Act \(PIPEDA -Part II\)](http://laws-lois.justice.gc.ca/eng/acts/P-8.6/page-1.html)
- iv. [CNSC Inclusive Workplace Policy \(Appendix C\)](#)
- v. [CNSC Values and Ethics Code \(Appendix D\)](#)

6.0 DELIVERABLES

- 6.1 Provide clinical services as described in the Scope of Work Item 4.1.
- 6.2 Provide advisory services as described in the Scope of Work Item 4.2.
- 6.3 Provide, upon request by the Project Authority, up to eight (8) sessions per contract year of resourcing expertise for delivery of information/awareness sessions.
- 6.4 Provide, within twenty (20) calendar days from the date of contract award, promotional material to the EAP Coordinator in both official languages. This material will include predominantly electronic files (.pdf, .doc, .ppt etc.) with a small supply of printed materials such as posters, brochures, and wallet-size cards with the toll-free number. The Contractor will be responsible for drafting printing, publishing, and distributing the promotional material.
- 6.5 Bi-annual computerized status reports of the caseload to include the statistics as identified in item 4.7 “Program Evaluation and Statistical Reporting” and a narrative report on program operations.
- 6.6 A user satisfaction survey conducted on an annual basis in the last quarter of the yearly contract is co-developed with the EAP Coordinator and delivered by the Contractor.

7.0 LANGUAGE REQUIREMENTS:

The Contractor must provide all services and activities in both of Canada’s official language (English or French). During the period of this Contract, all services must be provided in the official language chosen by the requestor.

8.0 RESOURCES AND LEVEL OF EFFORT:

8.1 Resources:

- 8.1.1 The Contractor must offer access to a bilingual toll-free line 24/7;
- 8.1.2 The Contractor must provide services and activities in the locations set out in *Appendix A*;
- 8.1.3 Facilities must be accessible to people with disabilities; and
- 8.1.4 The Contractor is solely responsible for its own office locations and equipment.

8.2 Roles and Responsibilities:

8.2.1 Contractor:

- 8.2.1.1 Provide a designated account manager;
- 8.2.1.2 Ensures assessment, appropriate short-term counselling, referral, and follow-up service to the Client seeking assistance on personal problems;



- 8.2.1.3 Provide advice, as requested, free of charge to management and supervisory staff on how to handle sensitive employee issues, explore options and how to encourage employees to avail themselves of EAP, irrespective of whether it is affecting their work performance;
- 8.2.1.4 Provide online services, including client's access to a library of self-help services, setting up appointments online and the availability of secured online counselling;
- 8.2.1.5 Upon request, participates in information sessions on the departmental EAP Policy, training and/or awareness activities; An information would count as one of the 8 sessions allotted to the contract.
- 8.2.1.6 Upon request, provides information to the CNSC on the state of the EAP and its services;
- 8.2.1.7 Upon request, participates in trauma briefings/debriefings;
- 8.2.1.8 Provides EAP Coordinator with an electronic version in pdf file or Word of the quarterly statistical reports and a yearly narrative interpretation report;
- 8.2.1.9 All Professional Counsellors must be qualified by training and/or certification as required in the provincial/territorial jurisdiction in which they work.
- 8.2.1.10 Counsellors providing e-counselling services must have and ideally, formal training and/or a certification and/or a diploma in e-counselling; and
- 8.2.1.11 Must abide by the [CNSC Code of Values & Ethics](#) defined in Appendix D.

8.2.2 CNSC EAP Coordinator:

- 8.2.2.1 Develops and implements an EAP in accordance with employer and employee needs.
- 8.2.2.2 Oversees, monitors, reviews, evaluates, and reports on delivery and administration of the departmental EAP nationally;
- 8.2.2.3 Assists and supports the EAP Provider in coordinating promotion and publicity of EAP services;
- 8.2.2.4 Identify and coordinate awareness activities and programs in conjunction with the Contractor;
- 8.2.2.5 Advises managers to identify wellness sessions best suited to their needs;
- 8.2.2.6 Recommends changes to management to meet evolving needs;
- 8.2.2.7 Manages the contract with the contractor , addresses issues and complaints as they may arise;

8.2.3 The Immediate Supervisor and/or the Labour Relations Advisor:

- 8.2.3.1 Learns about the EAP's services and referral procedures;



- 8.2.3.2 Indicates that confidential help is available through EAP, encourages employees to use the service and offers the appropriate support; and
- 8.2.3.3 Cooperates, when necessary, with the source of professional help in the follow-up phases of an intervention (e.g., reintegration in the workplace after treatment).
- 8.2.3.4 Promote and encourage EAP initiatives
- 8.2.4 The Employee:**
 - 8.2.4.1 Accountable for their work performance at all times; and
 - 8.2.4.2 Voluntarily seeks help from the EAP Counsellor or any other outside competent resource, when deemed necessary.
 - 8.2.4.3 Takes initiative in their physical and mental wellbeing and engages in prevention and wellbeing activities.

9.0 LOCATION OF WORK AND TRAVEL

The Contractor must provide counseling services, at the request of the employee, at convenient locations in the communities where CNSC employees are located, as defined in *Appendix A*.



APPENDIX B - Employee Location

Location	Percentage of EAP Users
National Capital Region	80.00%
New Brunswick and Quebec	3.00%
Ontario, Saskatchewan, and Alberta	17.00%

City	Province	Country	Postal Code	Number of Office Employees
OTTAWA	Ontario	CANADA	K1P 5S9	634
OTTAWA	Ontario	CANADA	K1A 0R6	N/A
OTTAWA	Ontario	CANADA	K1R 5E3	164
OTTAWA	Ontario	CANADA	K1P 5S9	2
CHALK RIVER	Ontario	CANADA	K0J 1J0	3
MISSISSAUGA	Ontario	CANADA	L5N 2W3	8
CALGARY	Alberta	CANADA	T2P 2M7	7
PICKERING	Ontario	CANADA	L1V 2R5	11
LAVAL	Quebec	CANADA	H7N 5N6	7
SASKATOON	Saskatchewan	CANADA	S7K 0E1	5
TIVERTON	Ontario	CANADA	N0G 2T0	11
BOWMANVILLE	Ontario	CANADA	L1C 3Z8	11
LEPREAU	New Brunswick	CANADA	E5J 2S6	7



Appendix C– Example of analytics to be included in the annual reporting

Population of CNSC
of Employees + Family Using EAP
Utilisation Rate
Employees
Family
Age
Type of Work
Referred By
Referred To
Regional Distribution of calls
Number and type of sessions
Immediate Assistance Calls



ANNEX D – BASIS OF PAYMENT

1.0 Professional Fees

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

Table with 3 main sections: 1) Clinical, Advisory and Extended wellness Services; 2) Trauma, Critical Incident and Crisis Management Services; 3) Prevention Services. Each section includes a description and a field for the firm all-inclusive rate in CAD.

Sub-total: \$ To be inserted at contract award
Taxes: \$ To be inserted at contract award
Total: \$ To be inserted at contract award

1.2 Option to Extend the Term of the Contract

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

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

Table for Option Period 1: 1 year (anticipated dates from April 1/24 to March 31/25). It follows the same structure as the main table with three service categories and their respective rates.



\$

Option Period 2: 1 year (anticipated dates from April 1/25 to March 31/26)	
1) Clinical, Advisory and Extended wellness Services as described in sections 5.1, 5.2 and 5.4 of Annex A, Statement of Work.	
	Firm all-inclusive monthly rate in CAD
	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.	
	Firm all-inclusive hourly rate in CAD
	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.	
	Firm all-inclusive hourly rate in CAD
	\$

Option Period 3: 1 year (anticipated dates from April 1/26 to March 31/27)	
1) Clinical, Advisory and Extended wellness Services as described in sections 5.1, 5.2 and 5.4 of Annex A, Statement of Work.	
	Firm all-inclusive monthly rate in CAD
	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.	
	Firm all-inclusive hourly rate in CAD
	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.	
	Firm all-inclusive hourly rate in CAD
	\$

Option Period 4: 1 year (anticipated dates from April 1/27 to March 31/28)	
1) Clinical, Advisory and Extended wellness Services as described in sections 5.1, 5.2 and 5.4 of Annex A, Statement of Work.	
	Firm all-inclusive monthly rate in CAD
	\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.	
	Firm all-inclusive hourly rate in CAD
	\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.	



Firm all-inclusive hourly rate in CAD
\$

Option Period 5: 1 year (anticipated dates from April 1/28 to March 31/29)
1) Clinical, Advisory and Extended wellness Services as described in sections 5.1, 5.2 and 5.4 of Annex A, Statement of Work.
Firm all-inclusive monthly rate in CAD
\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD
\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD
\$

Option Period 6: 1 year (anticipated dates from April 1/29 to March 31/30)
1) Clinical, Advisory and Extended wellness Services as described in sections 5.1, 5.2 and 5.4 of Annex A, Statement of Work.
Firm all-inclusive monthly rate in CAD
\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD
\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD
\$

Option Period 7: 1 year (anticipated dates from April 1/30 to March 31/31)
1) Clinical, Advisory and Extended wellness Services as described in sections 5.1, 5.2 and 5.4 of Annex A, Statement of Work.
Firm all-inclusive monthly rate in CAD
\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD



\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD
\$

Option Period 8: 1 year (anticipated dates from April 1/31 to March 31/32)
1) Clinical, Advisory and Extended wellness Services as described in sections 5.1, 5.2 and 5.4 of Annex A, Statement of Work.
Firm all-inclusive monthly rate in CAD
\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD
\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD
\$

Option Period 9: 1 year (anticipated dates from April 1/32 to March 31/33)
1) Clinical, Advisory and Extended wellness Services as described in sections 5.1, 5.2 and 5.4 of Annex A, Statement of Work.
Firm all-inclusive monthly rate in CAD
\$
2) Trauma, Critical Incident and Crisis Management Services as described in sections 5.3 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD
\$
3) Prevention Services as described in sections 5.5 of Annex A, Statement of Work.
Firm all-inclusive hourly rate in CAD
\$