

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
Canada Post Connect

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Title - Sujet Digital Wellness Platform	
Solicitation No. - N° de l'invitation H3901-213860/A	Amendment No. - N° modif. 007
Client Reference No. - N° de référence du client H3901-213860	Date 2023-02-13
GETS Reference No. - N° de référence de SEAG PW-\$\$PI-014-81482	
File No. - N° de dossier pi014.H3901-213860	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2023-02-16 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: James, Lionel	Buyer Id - Id de l'acheteur pi014
Telephone No. - N° de téléphone (343) 553-2487 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Amendment 007 is raised to:

- a) **modify Answer 2;**
- b) **correct an administrative error on page 31 of the RFP; and**
- c) **and modify 2030 (2022-12-01), General Conditions – Higher Complexity - Goods**

NOTE TO BIDDERS:

Bids submitted in response to this solicitation, must be sent using the [Connect service](https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page) (<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>) provided by Canada Post Corporation.

Important Information:

To submit a bid using Connect service, the Bidder must send **as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response)**, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an Connect conversation. Requests to open an Connect conversation received after that time may not be answered.

Additional information and instructions regarding submission through Connect can be found in Parts 2 and 3 of this RFP, as well as at the link below:

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using Connect - Buyandsell.gc.ca](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-connect)

(<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-connect>)

a) modify Answer 2

Question 1:

What is the anticipated Go Live date?

Answer 1:

The anticipated award date for this contract is prior to April 01, 2023.

Question 2:

Can we request an extension?

Answer 2:

An extension has been granted, the closing date of this RFP is now **February 16, 2023 at 14:00 EST.**

Question 3:

Would Health Canada entertain a more robust digital wellbeing solution with functionality outside of the listed scope?

Answer 3:

Bidders may provide solutions with functionalities outside of the listed scope, however these functionalities will not be evaluated for the purpose of selecting the winning bidder. In accordance with section:

4.2 Basis of Selection (page 10 of RFP)

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 35 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

Additionally, in accordance with:

Annex D – Evaluation Criteria

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

(page 60 of RFP)

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

Question 4:

Is there an incumbent? If so, can you tell us who that is?

Answer 4:

The incumbent is LifeSpeak Inc.

Question 5:

Could you let us know if you are open to an east coast agency to do this work or do you have a local preference?

Answer 5:

In accordance with the Tendering Procedures: All interested suppliers may submit a bid.

Question 6:

Do you know how long after the award date you are expecting to Go Live?

Answer 6:

The Go Live date is the date of contract award. Although there may be some ramp up activities in setting up access after that date, the product itself must be fully operational and live on the date of contract award.

Question 7:

Our understanding is that users of the Digital Wellness Platform will be able to select learning paths or content specific to their needs. Given the sensitive nature of these selections, are Security requirements in scope for Bidders?

Answer 7:

In accordance with Section 6.1 Security Requirements of the RFP (page 12). There is no security requirement applicable to this Solicitation nor the resulting Contract.

Question 8:

We would like to respond to the depth and scope questions with number of 'activities' (interactive learning modules that often use videos and may have other elements including audio files, text, questions, quizzes, etc.) rather than 'videos'. Is that acceptable?

Answer 8:

No. The core requirement for this solicitation is a commercially available and bilingual library of Expert led videos. The other materials described in the question would be considered supporting materials only. They would not replace the video library requirement.

b) correct an administrative error on page 31 of the RFP

Annex D, Evaluation Criteria (pg. 31):

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

Insert: Section 1 contains mandatory evaluation criteria denoted as M1 through M44.

c) modify 2030 (2022-12-01), General Conditions – Higher Complexity - Goods

Following Canada's careful consideration of concerns raised by bidders regarding some sections of 2030 (2022-12-01), General Conditions – Higher Complexity - Goods, the modifications below have been made, to better align with industry practice, and to allow greater opportunity for more bidders to participate.

Furthermore, Canada received and considered inquiries by bidders related to section **06 (2013-06-27) Subcontracts**, and section **2030 29 (2008-05-12) Assignment**. **Canada has decided not to modify these sections.**

Note: Canada is aware that the contractor will likely rely on subcontractors, which may include affiliates or networks of affiliated counsellors (i.e. independent contractors). For this reason, Canada will consider granting broad written consent for subcontracting.

Delete: 7.2.1 General Conditions, in its entirety;

Insert:

7.2.1 General Conditions

2030 (2022-12-01), General Conditions – Higher Complexity – Goods, amended as follows, apply to and form part of the Contract.

Subsection 12.2 (2014-09-25) Inspection and acceptance of the Work,

Delete:

2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours.

Insert:

2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours, except that Canada shall not have any right to access any physical locations where confidential services are being provided by the Contractor.

Section 21 (2008-05-12) Ownership,

Delete in its entirety;

Insert:

Section 20 (2022-12-01) Copyright of 2035 (2022-12-01), General Conditions - Higher Complexity - Services

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

Section 26 (2008-05-12) Liability:

Delete in its entirety;

Insert:

LIMITATION OF LIABILITY

- a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

- b. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the License Agreement is limited to Contract Value. This limitation of the Contractor's liability does not apply to: (i) any infringement of intellectual property rights; or (ii) any breach of warranty obligations.
- c. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with this License Agreement, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED