

Solicitation No. - N° de l'invitation  
2023-00924  
Client Ref. No. - N° de réf. du client  
2023-00924

Amd. No. - N° de la modif.  
File No. - N° du dossier  
2023-00924

Buyer ID - Id de l'acheteur  
E12  
CCC No./N° CCC - FMS No./N° VME

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

Bid Receiving/Réception des soumissions  
[cfia.bidreceipt-receptiondesoumission.  
acia@inspection.gc.ca](mailto:cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca)

**REQUEST FOR  
PROPOSAL**

**DEMANDE DE  
PROPOSITION**

Proposal to: Canadian Food Inspection  
Agency

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

Proposition aux : Agence canadienne  
d'inspection  
des aliments

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

Comments: - Commentaries :

<b>Title – Sujet</b> Expert-Led Mental Health Video Library		<b>Date</b> May 12, 2023
<b>Solicitation No. – N° de l'invitation</b> 2023-00924		
<b>Client Reference No. - No. De Référence du Client</b> 2023-00924		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	<b>2pm</b>	EDT (Eastern Daylight Savings Time) HAE (heure avancée de l'Est)
<b>On / le :</b>	<b>June 2, 2023</b>	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Catherine Clairoux		
<b>Telephone No. – No. de téléphone</b> (343) 596-9265	<b>Facsimile No. – No. de télécopieur</b>	
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered - Livraison proposée</b>	
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	

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**ANNEX A – STATEMENT OF WORK**  
**ANNEX B – BASIS OF PAYMENT**

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

- a. There are no security requirements associated with this requirement.
- b. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.2 Statement of Work

The Work to be performed is detailed under Annex A – Statement of Work, of the resulting contract clauses.

### 1.3 Comprehensive Land Claims Agreement(s)

The resulting contract will not include deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement, outside of this bid solicitation.

### 1.4 Conditional Reserved Bidding under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.

“Indigenous Business” or “Indigenous Businesses” mean an entity or entities that have duly completed the Attachment 1 to Part 5 – PSIB Certifications and submitted it with their bid.

This is a competitive bid solicitation however, this solicitation will be reserved for Indigenous Businesses if both of the following conditions are met:

- a. bids from two (2) or more Indigenous Businesses are responsive with the mandatory requirements of the solicitation including any minimum points required for any point-rated criteria, and;
- b. bids from two (2) or more Indigenous Businesses are, in the evaluation team’s opinion, not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34.

If the above conditions are not met, the procurement will remain open for competition among all suppliers.

### 1.5 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003** (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of **2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** 60 days  
**Insert:** 180 days

#### **2.1.1 SACC Manual Clauses**

**B3000T** (2006-06-16), Equivalent Products

### **2.2 Submission of Bids**

Bids must be submitted electronically to the Contract Authority at the generic Bid Receiving email address [cfia.bidreceipt-receptiondesoumission.acia@canada.ca](mailto:cfia.bidreceipt-receptiondesoumission.acia@canada.ca) by the date and time indicated on page 1 of the bid solicitation.

#### **Solicitation Closes:**

**At 02:00 PM on June 2<sup>nd</sup>, 2023** Time Zone: Eastern Daylight Saving Time EDT

The Bid Receiving Email Address is Solely for Delivery of Bids: for the sole purpose of bid submission. No other communications are to be forwarded to this email address.

#### **2.2.1 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 five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## 2.3 Former Public Servant

### a. Information

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, 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.

### a. 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:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. 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 a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 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., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 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., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### b. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- i. name of former public servant, and;
- ii. 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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### c. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks, and;
- vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### 2.4 Enquiries - Bid Solicitation

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

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

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

### 2.5 Applicable Laws

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

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

### 2.6 Bid Challenge and Recourse Mechanisms

- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)

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

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## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17 of the **2003** (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements.

It is the Bidder's responsibility to:

- a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
- b. prepare its bid in accordance with the instructions contained in the bid solicitation;
- c. submit by solicitation closing date and time a complete bid;
- d. send its bid only to the specified Bid Receiving Unit specified in the bid solicitation, to the email address specified in the bid solicitation;
- e. ensure that the Bidder's name, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,
- f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Bid documents and supporting information may be submitted in either English or French. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) ( R.S. 1985, c. A-1) and the [Privacy Act](#) ( R.S., 1985, c. P-21).

Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation and references provided with a bidder's bid. Considering the nature of this requirement, Canada will evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid. A bid cannot be assigned or transferred in whole or in part.

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

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

#### Submission of Only One Bid:

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "**related**" to a Bidder if:
  - a. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - b. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;



- c. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- d. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

## **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements contained in the bid solicitation and how they will carry out the Work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

- **Direct Deposit** (Domestic and International)

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

### **3.1.2 Exchange Rate Fluctuation**

**C3011T** (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications**

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information such as Attachment 1 to Part 5 - Federal Government's Procurement Strategy for Indigenous Business.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary information or documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive.

CRITERIA		REQUIRED	MET
<b>M1</b>	<p>The Bidder must have a Commercially Available Web-Hosted Video Platform. The web-hosted platform and video library must contain a minimum of two-hundred (200) videos on at least fifteen (15) of the following subject categories : mental and physical health, stress management, fitness strategies, diabetes, heart diseases, cancer, work-life balance, relationships and family issues, sleep and fatigue, caregiving, addiction, diversity, respect in the workplace, conflict management issues, ergonomics, healthy eating and nutrition, return to work issues, changes and resilience, parenting and eldercare, personal finances and retirement; and, leadership development and communication skills.</p> <p>Eighty (80) % of the Bidder's videos must fall between a range of five (5) to twelve (12) minutes per topic, must be evergreen – largely free of allusions to recent events and references to pop culture <b>and bilingual</b> (available in FR or EN).</p>	To demonstrate, the Bidder must provide a link to their Web-Hosted Video Platform.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>M2</b>	<p>The Bidder must have worked on a minimum of one (1) Web-Hosted Video Platform Library within the last five (5) years of the bid solicitation closing date.</p> <p>The project must of had a continuous (full time equivalent) work effort duration of six (6) months or greater.</p>	To demonstrate, the following information must be provided: <b>i.</b> Timeframe (start to end dates MM/YYYY); <b>ii.</b> Organization name; <b>iii.</b> Description of provided services; <b>iv.</b> Corporate reference (name and email address).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>M3</b>	The Bidder must have a minimum of five (5) years of experience within the last twenty (20) years of the bid solicitation closing date, in providing Promotional Support Services.	To demonstrate, the following information must be provided : <b>i.</b> Timeframe (start to end dates MM/YYYY);	<input type="checkbox"/> Yes <input type="checkbox"/> No

	The Bidder must provide examples of projects that demonstrate the extent of his experience providing Promotional Support Services.	<p>ii. Organization name;</p> <p>iii. Description of provided services;</p> <p>iv. Corporate reference (name and email address).</p>	
<b>M4</b>	<p>The Bidder must be able to provide an "Expert" to lead a Web Chat Feature on a monthly basis. The Expert must have worked as a certified practitioner in their respective field for a minimum of five (5) years on a continuous (full time equivalent), in the last ten (10) years of the bid solicitation closing date.</p> <p>The Expert should:</p> <p>i. be affiliated with a reputable and well-established institution (e.g. Business, academia, private, not-for-profit);</p> <p>ii. have published works in reputable publications relating to subject matter;</p> <p>iii. has work cited by other practitioners and / or researchers in reputable journals or publications.</p>	<p>To demonstrate, the following information must be provided:</p> <p>i. Timeframe (start to end dates in MM/YYYY);</p> <p>ii. Organization name;</p> <p>iii. Respective field, and;</p> <p>iv. Corporate reference (Name and email address).</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<b>M5</b>	The Bidder must demonstrate that the Expert is accredited as a certified practitioner in their respective field.	To demonstrate, the following <u>must be provided with the Bid Submission</u> : Proof of Certification issued from a recognized institute.	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<b>M6</b>	<p>The Bidder must demonstrate that the Expert has provided Support Services in both official languages (French and English) for a minimum of six (6) months within the last ten (10) years of the bid solicitation closing date.</p> <p>The Expert must speak and write fluently in both official languages and with minimal errors. The Bidder should demonstrate this capability by providing as part of its bid, a letter from a company or government department stating that the Support Services were provided in both of Canada's official languages – French and English.</p>	<p>To demonstrate, the following information must be provided:</p> <p>i. Timeframe (start to end dates MM/YYYY);</p> <p>ii. Organization name;</p> <p>iii. Description of provided services;</p> <p>iv. Corporate reference (name and email address), and;</p> <p>v. Letter.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

##### 4.2.1. Lowest Evaluated Price

**4.2.1.1** A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive; and

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**4.2.1.2** The evaluation team will determine if there are two (2) or more compliant bids with the PSIB Certifications at Attachment 1 to Part 5 with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those compliant bids will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more compliant bids with valid PSIB Certifications, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Indigenous Business certifications at any time in the evaluation process including doing so concurrently with other steps.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the 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.

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.2 Conditional Set-aside for Indigenous Business

- a. This procurement is conditionally reserved under the federal government Procurement Strategy for Indigenous Business. If the PSIB Certification at Attachment 1 to Part 5 are not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous Business.
- b. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Security Requirements – Required Documentation

- a. There are no security requirements associated with this requirement.
- b. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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### 5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

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

### 5.2.4 Additional Certifications Precedent to Contract Award

#### 5.2.4.1 Status and Availability of Resources

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 Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. 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.

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 Canada. 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.

#### 5.2.4.2 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

*SACC Manual* clause **A3010T** (2010-08-16) Education and Experience

## ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID

### Federal Government's Procurement Strategy for Indigenous Business

#### PSIB Certifications

For additional information, visit:

- a. Annex 9.4 and section 9.40 of the Supply Manual (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9>),
- b. Policy Notice 1996-2 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13706>), and
- c. Policy Notice 1997-6 ([https://www.tbs-sct.gc.ca/Pubs\\_pol/dcgpubs/ContPolNotices/97-6-eng.asp#defi](https://www.tbs-sct.gc.ca/Pubs_pol/dcgpubs/ContPolNotices/97-6-eng.asp#defi))

#### 1. Indigenous Business

- a. By submitting this certification a Bidder certifies that the statements contained in this certification are accurate and complete.
- b. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in this annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in this annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in this annex.
- c. The Bidder must check the applicable box below:
  - i.  The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
- d. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

#### 2. Owner Certification – Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification completed for each owner who is Indigenous:

I am an owner of \_\_\_\_\_ ([insert name of business](#)), and an Indigenous person, as defined in [Annex 9.4](#) of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

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## 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 Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

**2010B** (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

- a. The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - i. The "**Initial Contract Period**", which begins on October 1<sup>st</sup>, 2023 and ends six (6) months later on March 31<sup>st</sup>, 2024, and;
  - ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

#### 6.4.2 Option to Extend the Contract

- a. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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 Annex B – Basis of Payment.
- b. Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 6.4.3 Comprehensive Land Claims Agreement(s)

The resulting contract will not include deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement, outside of this bid solicitation.



## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

#### **Catherine Clairoux**

Senior Procurement and Contracting Officer  
Contracting and Procurement Policy Division  
Canadian Food Inspection Agency  
59 Camelot Dr. Nepean, ON K1A 0Y9  
(343) 596-9265  
[catherine.clairoux@inspection.gc.ca](mailto:catherine.clairoux@inspection.gc.ca)

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

### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

(To be filled at Contract Award)

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

### **6.5.3 Contractor's Representative**

(To be filled at Contract Award)

## **6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## **6.7 Payment**

### **6.7.1 Basis of Payment – Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract as detailed in Annex A – Statement of Work, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (insert amount at contract award), as specified in Annex B – Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.

### **6.7.2 Limitation of Price SACC Manual clause C6000C (2017-08-17)**

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

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### 6.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of deliverables as detailed in Annex A – Statement of Work, on a monthly basis in accordance with the payment provisions of the Contract if:

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

### 6.7.4 SACC Manual Clauses

**A9117C** (2007-11-30), T1204 – Direct Request by Customer Department  
**C0101C** (2010-01-11), Discretionary Audit – Non-commercial Goods and / or Services

### 6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid by the following Electronic Payment Instrument:

- **Direct Deposit** (Domestic and International)

### 6.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the section entitled "**10 Invoice Submission**" of the [Section 3.2010B - General Conditions - Professional Services \(Medium Complexity\) - Buyandsell.gc.ca](#). Invoices cannot be submitted until all work identified in the invoice is completed. In addition, each invoice must contain the following:
  - i. The Contract Number as indicated on Page 1 of the Contract;
  - ii. The Contract Period in which the work was performed;
  - iii. The deliverables performed during the work period, and;
  - iv. A copy of the time sheets to support the time claimed;
- b. Invoices must be distributed as follows: One (1) copy must be forwarded to the Technical Authority for certification and payment.

### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 6.9.2 SACC Manual Clauses

**A3000C** (2022-05-12), Indigenous Business Certification

### 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, Canada.

## 6.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. the **2010B** (2022-12-01) - General Conditions;
- c. **Annex A**, Statement of Work;
- d. **Annex B**, Basis of Payment, and;
- e. The Contractor's bid dated \_\_\_\_\_ ([insert date of bid at time of Contract Award](#)).

## 6.12 Dispute Resolution

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

## 6.13 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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## ANNEX A – STATEMENT OF WORK

### 1. TITLE

Expert-Led Mental Health Video Library

### 2. BACKGROUND

The Canadian Food Inspection Agency (**CFIA**) recognizes the importance of their employees' psychological health and wellness. The CFIA provides various programs to its employees who are in need of assistance to resolve personal or work-related problems. The CFIA strongly believes that mental and psychological health challenges are the shared responsibility between the employee and the employer.

CFIA personnel are required to respond to various emergencies all while delivering the highest service possible with fewest number of employees; not only does this add to the daily stress levels, but also exposes them to situational stress which taxes on their emotional and physical well-being.

To address the situation, the CFIA has identified the need of a Commercially Available web-hosted Platform containing an expert-led, fully bilingual (English and French) extensive video library and accompanying services. The video-based library will need to offer a full range of health and wellness subjects that will enable CFIA employees and their families to access expert information anytime from any device.

### 3. ACRONYMS

**CFIA** Canadian Food Inspection Agency  
**SOW** Statement of Work  
**EAS** Employee Assistance Services  
**EFAP** Employee and Family Assistance Program

### 4. APPLICABLE DOCUMENTS & REFERENCES

None.

### 5. TASKS

#### 5.1. Web-Hosted Platform and Video Library

The contractor must provide access to a bilingual (French and English) Expert-Led Web-Hosted Video Training Library serving as a "Wellness Hub". The web-hosted platform and video library must incorporate linkages to Employee Assistance Services (EAS) content, Employee and Family Assistance Program (EFAP) Services, and must be customizable and co-branded with CFIA's online presence to provide a single sign-on experience for CFIA employees and their families.

The web-hosted platform and video library must contain a minimum of two-hundred (200) videos on at least fifteen (15) of the following subject categories : mental and physical health, stress management, fitness strategies, diabetes, heart diseases, cancer, work-life balance, relationships and family issues, sleep and fatigue, caregiving, addiction, diversity, respect in the workplace, conflict management issues, ergonomics, healthy eating and nutrition, return to work issues, changes and resilience, parenting and eldercare, personal finances and retirement; and, leadership development and communication skills. The contractor must provide recommendations on how to address different materials to specific audiences.

The content must be “pre-loaded” into the web-hosted platform, must be free of “pop-up” links and based on objective data free of opinion unless clearly indicated. The web-hosted platform and video library must align with subset themes of the wellness library with key wellness campaigns throughout the year such as “Bell Let’s Talk Day”, “Mental Health Week”, etc. Eighty (80)% of the videos must fall between a range of five (5) to twelve (12) minutes per topic and must be evergreen – largely free of allusions to recent events and references to pop culture.

## 5.2. Expert-Led Interactive Web Chat Feature

The web-Hosted Platform must include a bilingual (French and English) Expert-Led interactive web chat feature available once a month for a full day (7.5 hours), on a recurring monthly basis, that enables users to participate on a completely confidential basis.

## 5.3. Management Team

The contractor must provide a dedicated management team composed of at least one individual that is fluent in both English and French, to work with CFIA to provide promotional support for the product. The management team must present a Communication Strategy with recommendations on promotion and cross-branding the product launch, as well as bilingual communications and promotional materials. The management team must meet with the CFIA personnel to provide information sessions every six (6) months to determine timelines and expected deliverables.

## 5.4. Reporting

The Contractor must provide a quarterly macro-level usage report in both French and English, containing statistics detailing the total number of viewed videos, most popular topics, monthly usage, trends and must be a hundred (100)% anonymous and confidential.

## 6. DELIVERABLES

Number	Task Reference	Description of the Deliverables	Quantity and Format
6.1	5.1	Web-Hosted Platform and Video Library	200 online videos : 50% in French and 50% in English.
6.2	5.2	Expert-Led Interactive Web Chat Feature	For one day (7.5 hours), once a month, on a recurring monthly basis
6.3	5.3	Management Team	The Communication Strategy must be presented to CFIA within 30 days following Contract Award.
6.4	5.4	Reporting	Must be bilingual and contain the mandatory information as detailed.

## 7. DATE OF DELIVERY

Deliverable	Delivery date
6.1	Content must be preloaded onto the web platform on Contract Award for immediate use.
6.2	Commercially available for use as of the bid solicitation closing date, the Expert-Led Chat will need to be active for one day, every month, starting on the month of Contract Award.

<b>6.3</b>	Within the first seven (7) days following Contract Award.
<b>6.4</b>	On a quarterly basis starting the date of Contract Award.

## **8. LANGUAGE OF WORK**

French and English.

## **9. LOCATION OF WORK**

The work will be performed virtually. In the event where in-person meetings or information sessions are organized by CFIA personnel, the **Canadian Food Inspection Agency (CFIA)** is located at 1400 Merivale Rd. Tower 1, Ottawa, ON K1A 0Y9.

## **10. TRAVEL REQUIREMENTS**

The Contractor is not required to travel as the work will be performed virtually.

## **11. MEETINGS**

**11.1.** The Contractor must meet with CFIA on a monthly basis to discuss forthcoming promotional needs and strategies to align with various yearly health and wellness activities and events.

**11.2.** The Contractor must meet with CFIA every six (**6**) months to provide information sessions. The meetings will be coordinated by CFIA personnel and will be completed virtually.

**11.3** On an ongoing basis, the contractor must be willing to meet and work with the CFIA in a spirit of partnership, based on regular and ongoing communication, which will at times be ad-hoc, with the shared goal of maximizing exposure and utilization of the Contractor's services and associated wellness services provided by the CFIA.

## **12. GOVERNMENT SUPPLIED MATERIAL (GSM)**

None.

## **13. GOVERNMENT FURNISHED EQUIPMENT (GFE)**

None.

## **14. SPECIAL CONSIDERATIONS**

None.

## ANNEX B – BASIS OF PAYMENT

The Bidder should complete this Basis of Payment and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Basis of Payment by including in its financial bid for each of the periods specified below, its quoted all-inclusive fixed rate (in CAN\$) for the period identified.

The rate included in this Basis of Payment must include the total estimated cost and any expenses that may need to be incurred for the Work described in Annex A – Statement of Work.

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

### Initial Contract Period – (2023-2024)

From October 1 <sup>st</sup> , 2023 to March 31 <sup>st</sup> , 2024			
A	B	C	D
Description	Number of Months	All-Inclusive Fixed Monthly Rate (CAN\$)	Total Cost (B X C)
For the Work described at Sections 5.1, 5.3, 5.4 Tasks and Sections 6.1, 6.3, 6.4 Deliverables of Annex A – Statement of Work.	6	\$	\$
For the Work described at Sections 5.2 Tasks and Sections 6.2 Deliverables of Annex A – Statement of Work : Expert-Led Chat Feature (one [1] day / month).	6	\$	\$
<b>Total Estimated Price Initial Contract Period</b>			\$

### Optional Contract Period – Year Two (2024-2025)

From April 1 <sup>st</sup> , 2024 to March 31 <sup>st</sup> , 2025			
A	B	C	D
Description	Number of Months	All-Inclusive Fixed Monthly Rate (CAN\$)	Total Cost (B X C)
For the Work described at Sections 5.1, 5.3, 5.4 Tasks and Sections 6.1, 6.3, 6.4 Deliverables of Annex A – Statement of Work.	12	\$	\$
For the Work described at Sections 5.2 Tasks and Sections 6.2 Deliverables of Annex A – Statement of Work : Expert-Led Chat Feature (one [1] day / month).	12	\$	\$
<b>Total Estimated Price Year Two</b>			\$

**Optional Contract Period – Year Three (2025-2026)**

From April 1 <sup>st</sup> , 2025 to March 31 <sup>st</sup> , 2026			
A	B	C	D
Description	Number of Months	All-Inclusive Fixed Monthly Rate (CAN\$)	Total Cost (B X C)
For the Work described at Sections 5.1, 5.3, 5.4 Tasks and Sections 6.1, 6.3, 6.4 Deliverables of Annex A – Statement of Work.	12	\$	\$
For the Work described at Sections 5.2 Tasks and Sections 6.2 Deliverables of Annex A – Statement of Work : Expert-Led Chat Feature (one [1] day / month).	12	\$	\$
<b>Total Estimated Price Year Three</b>			\$

**Optional Contract Period – Year Four (2026-2027)**

From April 1 <sup>st</sup> , 2026 to March 31 <sup>st</sup> , 2027			
A	B	C	D
Description	Number of Months	All-Inclusive Fixed Monthly Rate (CAN\$)	Total Cost (B X C)
For the Work described at Sections 5.1, 5.3, 5.4 Tasks and Sections 6.1, 6.3, 6.4 Deliverables of Annex A – Statement of Work.	12	\$	\$
For the Work described at Sections 5.2 Tasks and Sections 6.2 Deliverables of Annex A – Statement of Work : Expert-Led Chat Feature (one [1] day / month).	12	\$	\$
<b>Total Estimated Price Year Four</b>			\$
<b>Total Estimated Bid Price (Initial Period + Year Two + Year Three + Year Four)</b>			\$

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts the following Electronic Payment Instrument:

- **Direct Deposit (Domestic and International)**