

Innovation, Science and Economic Development Canada Agence fédérale de développement économique pour le Sud de l'Ontario

Innovation, Sciences et Développement économique Canada

# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving
Federal Economic Development Agency
for Southern Ontario
101-139 Northfield Drive West
Waterloo, ON
N2L 5A6

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

# Proposal To: Federal Economic Development Agency for Southern Ontario

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: Federal Economic Development Agency for Southern Ontario

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

**Comments - Commentaires** 

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

Issuing Office - Bureau de distribution Federal Economic Development Agency for Southern Ontario 101-139 Northfield Drive West Waterloo, ON N2L 5A6

Signature

Title – Sujet	Title – Sujet		
Evaluation and Performance Meas		<u> </u>	
Solicitation No N° de l'invitatio	n		
FedDev-20171030/001		T = .	
Client Reference No N° de référence du PW-18-00815183	ı client	Date 2018-02-05	
GETS Reference No N° de référence de	SEAG	2010 02 00	
File No N° de dossier 001	CCC No./N° CCC -	FMS No./N° VME	
Solicitation Closes - L'invitati	on prend fin	Time Zone	
at - à 02:00 PM		Fuseau horaire Eastern Daylight	
on - le 2018-03-20		Saving	
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F.O.B F.A.B.			
Plant-Usine: Destination: ✓	Other-Autre:		
Address Enquiries to: - Adresser toutes	questions à		
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Dianna Pietsch			
Telephone No N° de téléphone		FAX No N° de FAX	
519-500-5937  Destination – of Goods, Services, and Co	onstruction :	()-	
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Instructions: Voir aux présentes			
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Vendor/ Firm Name and Address			
Raison sociale et adresse du fournisseu	r/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)			

Date



# File No. 001

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# **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572.

# 1.2 Summary

1.2.1 The Federal Economic Development Agency for Southern Ontario (FedDev Ontario) is seeking to establish up to two (2) contracts for Evaluation and Performance Measurement Services, as defined in Annex "A", Statement of Work, and to be provided under the Contracts, on an "as and when requested" basis only, from contract award to March 31<sup>st</sup>, 2019 plus three (3) one year option periods for the Federal Economic Development Agency for Southern Ontario.

The estimated aggregate value of this requirement is less than \$850,000 (including HST and all applicable travel and related expenses) over the initial contract period plus the three (3) one year option periods.

To be used if two compliant bids are received)	
Ranked first:	(60%)
Ranked second:	_ (40%)
(To be used if one compliant bid is received	I)
Ranked first :	_(100%)

1.2.2 "There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract

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Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".

- 1.2.3 "The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."
- 1.2.4 "The requirement is limited to Canadian goods and/or services."

# 1.3 Debriefings

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

# **PART 2 - BIDDER INSTRUCTIONS**

# 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 (sixty) days

Insert: 90 (ninety) days calendar days

#### 2.2 Submission of Bids

Bids must be submitted only to FedDev Ontario reception by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

# 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) 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

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such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

# 2.4 Applicable Laws

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

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

# 2.5 Basis for Canada's Ownership of Intellectual Property

The Federal Economic Development Agency for Southern Ontario has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: Section 6.4.1 of the exceptions to Contractor Ownership (Treasury Board Secretariat (TBS) policy) – The nature of the work and deliverables are to generate knowledge and information for public dissemination.

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

# 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 (two) hard copies) and 1 (one) soft copies on CD/ DVD/USB;

Section II: Financial Bid (1 (one) hard copy); and

Section III: Certifications (1 (one) hard copy);

Section IV: Additional Information (1 (one) hard copy).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use  $8.5 \times 11$ -inch (216 mm  $\times 279$  mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders should:

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1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

#### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability (and describe their approach) in a thorough, concise and clear manner for carrying out the work.

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

#### Section II: Financial Bid

#### 3.1.1

- a. Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex "X". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- b. Bidders must submit their prices(s) and /or rate(s), FOB Destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- c. When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.
- d. Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed all-inclusive per diem rates or firm prices must be in Canadian dollars;
- e. The Bidder's all-inclusive per diem rates in response to an RFP and resulting contract(s) will apply to where the Work is to be performed in Canada as may be specified in the RFP and the resulting contract(s).
- f. All-inclusive per diem rates included in the pricing schedule detailed in Attachment 1 to Part 3 exclude the total estimated cost of all travel and living expenses that may need to be incurred for Work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed outside 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: Department of Justice.

#### Section III: Certifications

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

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# 3.1.2 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

**3.1.2.1** As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

**3.1.2.2** The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

# 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

Refer to Annex D

# 4.1.1.2 Point Rated Technical Criteria

Refer to Annex D. Point-rated technical criteria not addressed will be given a score of zero.

#### 4.1.2 Financial Evaluation

# 4.1.2.1 Mandatory Financial Criteria

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

For bid evaluation and contractor (s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex B.

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SACC Manual Clause A0035T, Basis of Selection – Lowest Evaluation Price per Point

- 1. To be declared responsive, a bid must:
  - (a) Comply with all the requirements of the bid solicitation;
  - (b) Meet all the mandatory evaluation criteria; and
  - (c) Obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 3. The evaluated price per point of a responsive bid will be determined by dividing its evaluated price by the overall score if obtained for all the point rated technical criteria detailed in Annex D.

The responsive bids will be ranked in ascending order of evaluated prices per point; the responsive bid with the lowest evaluated price per point being ranked first. Of the highest ranked responsive bids in ascending order of evaluated prices per point, up to two (2) will be recommended for award of a contract. In the event two or more responsive bids have the same lowest evaluated price per point, these bids will be ranked in descending order of the overall scores obtained for all the technical evaluation criteria subject to point rating detailed in Annex D; the responsive bid obtaining the highest overall score being ranked the highest.

#### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

# 5.1 Certifications Required with the Bid

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

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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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

See Annex E – Certifications Precedent to Contract Award

within the time frame specified will render the bid non-responsive.

- 1.1 Federal Contractors Program Certification
- 1.2 Former Public Servant Certification
- 1.3 Status and Availability of Resources
- 1.4 Education and Experience

# 5.1.3 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (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.

# 5.1.4 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 <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada (ESDC) - Labour's</a> website (https://www.canada.ca/en/employment-social-development/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.

# 5.2 Additional Certifications Precedent to Contract Award

# 5.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T

**5.2.3.1.1** SACC Manual clause <u>A3050T</u> (2014-11-27) Canadian Content Definition.

# 5.2.2 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,

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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.

# 5.2.3 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.

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

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7
     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

# **PART 7 - RESULTING CONTRACT CLAUSES**

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

# **7.1 Statement of Work**The Contractor must perform the Work in accordance with the Statement of Work in Annex A, and the Contractor's technical bid entitled \_\_\_\_\_\_, dated \_\_\_\_\_.

# 7.1.1 Optional Goods and/or Services

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The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A, Statement of Work, of the Contract under the same conditions and at the prices and/or rates stated in the administrative purposes only, through a contract amendment.

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

# 7.1.2 Task Authorization

The Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 7.1.2.1

With respect to the Work mentioned under paragraph 1.2.1 of this clause,

- 7.1.2.1 a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- 7.1.2.1 b) the TA Authority and limit will be determined in accordance with paragraph 1.2.3. of this clause;
- 7.1.2.1 c) The Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- 7.1.2.1 d) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
- 7.1.2.1 e) the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex E, Task Authorization Form. An authorized TA is a completed Annex E signed by the TA Authority.

# 7.1.2.1 Task Authorization Process

- A. For each task or revision of a previously authorized task, the Project Authority will provide the selected ranked Contractor with a request to perform a task prepared using Annex E 'Task Authorization Form', containing as a minimum:
  - 1. The task or revised task description of the Work required, including:
    - i. The details of the activities or revised activities to be performed;
    - ii. A description of the deliverables or revised deliverables to be submitted; and
    - iii. A schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
  - 2. The Contract security requirement applicable to the task or revised task;
  - The Contract basis of payment applicable to the task or revised task; and the Contract method(s) of payment applicable to the task or revised task and, as applicable, the associated schedule of milestones.
- B. Within 3 (three) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

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- 1) The total estimated cost proposed for performing the task or, as applicable, revised task;
- 2) A breakdown of that cost in accordance with Annex B and; for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person(s) clause of the Contract:
  - a. The name of the proposed resource (s);
  - b. The resume of the proposed resource;
  - c. A demonstration that the proposed resource meets;
  - d. The Contract security requirements (1.2.6.1.2 above)
  - e. A proposal on how they propose to carry out the work in accordance with the TA and statement of Work outlined in Annex A.

#### 7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual TAs, inclusive of any revisions, the sole applicable Contract basis of payment of which is Limitation of Expenditure up to a limit of the contract value, GST or HST extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit, or any revisions to any previously authorized TA the applicable Contract basis of payment of which is firm lot price must be authorized by the Contracting Authority before issuance to the Contractor.

The authority specified under paragraph 1.2.3.1 of this clause is granted subject to the sum specified in the Contract under clause\_\_\_\_\_\_, (insert number). Limitation of Expenditure – Cumulative Total of all authorized TAs, not being exceeded.

# 7.1.2.3 Task Authorization – Multiple Contracts

As more than one contract has been awarded for 'This Requirement' specified in the Statement of Work, in Annex A, a request to perform a task will be sent in accordance with paragraph 1.2.6.1 of this clause to one of the ranked contractors. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under one or more than one authorized TA, the request to perform a task will be forwarded to another ranked contractor in the Contractors until another contractor in the ranking can perform the task. If no contractor in the ranking can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor in the ranking may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more than one authorized TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

If a ranked contractor is unable to perform a task request, the value of the task request may be transferred, at the discretion of the contract authority, to another ranked contractor in order of precedence.

To be completed at contract award – insert the applicable option:		
,	were awarded as a result of PWGSC bid solicitation number: ete). The Contractors' order of ranking is as follows:	
(To be used if two complia	nt bids are received)	
Ranked first:	(60%)	
Ranked second:	(40%)	

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(To be used if one compliant bid is received)	
Ranked first:	(60%)

#### 7.1.2.4 TA Authorization

- 7.1.2.4.1 The TA Authority will authorize the TA based on:
  - 1. The request submitted to the Contractor pursuant to paragraph 1.2.6.1 above;
  - 2. The Contractor's response received, submitted pursuant to paragraph 1.2.6.2 above; and
  - 3. The agreed total estimated cost for performing the task and, as applicable, the breakdown of the cost per milestone contained in the Schedule of Milestones.
- **7.1.2.4.2 The** TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph 1.2.6.2.3 above.
- **7.1.2.5 The** authorized TA will be issued to the Contractor by mail or by email (as an email attachment in PDF format).

# 7.1.2.6 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" – Cumulative Total of All Authorized TAs; and

"Minimum Contract Value" means 3% of the Maximum Contract Value.

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

# 7.1.2.7 Periodic Usage Reports - Contracts with Task Authorizations

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The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

**7.1.2.8** The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "\_\_\_\_". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a \_\_\_\_\_\_ to the Contracting Authority.

(If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority and Project Authority no later than 15 calendar days after the end of the reporting period.

# 7.1.2.8.1 Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (*contracting authority to edit the text as applicable*):

# For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

# For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

SACC Manual clause - <u>2035</u> (2016-04-04) General Conditions - Higher Complexity - Services apply to and form part of the Contract.

SACC Manual clause - A9094C (2014-06-26) Pre-Contractual Work – Canada to retain intellectual property.

SACC Manual clause - C0210C (2013-04-25) Basis of Payment - Pre-contractual Work.

# 7.3 Security Requirements

**7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

# 7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

**7.3.2.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State
Postal Code / Zip Code
Country

**7.3.2.2** The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level.

# 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The Work is to be performed during the period from contract award to March 31, 2019.

# 7.4.2 Delivery Date

All the deliverables must be received as per the dates identified in each respective Approved Task Authorization.

# 7.4.3 Option to Extend the Contract

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 the Basis of Payment.

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

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#### 7.5 Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Dianna Pietsch

Title: Senior Procurement Officer

Federal Economic Development Agency for Southern Ontario

Address: 101-139 Northfield Drive West

Waterloo, ON N2L 5A6

Telephone: 519-500-5937

E-mail address: Dianna.pietsch@canada.ca

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

#### 7.5.2 Project Authority

The Project Authority for the Contract is:

Name: COLLEEN HAMILTON

Title: SENIOR MANAGER, EVALUATION

Federal Economic Development Agency for Southern Ontario

Address: 101-139 Northfield Drive West

Waterloo, ON N2L 5A6

Telephone: \_\_\_\_-\_\_\_\_E-mail address:

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

# 7.5.3 Contractor's Representative

Name	
Title:	
Organization:	
Address:	
Telephone:	
F-mail address:	

# 7.6 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

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

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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.

# **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
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

# 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:

- 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 <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2012-2 and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

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# **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:

- 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.

# 7.7 Payment

# 7.7.1 Basis of Payment

The following bases of payment will form part of the approved TA:

#### 7.7.2 Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm lot price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Custom duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

# 7.7.3 TA subject to Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA.

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

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- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 7.7.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (insert at contract award). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 7.7.5 Method of Payment – Approved TA

One, several or all of the following methods of payment will form part of the approved TA:

# Firm Lot Price TA

For the Work specified in an approved firm lot price TA:

# **Limitation of Expenditure TA**

For the Work specified in an approved TA subject to a limitation of expenditure:

#### **Single Payment**

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

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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

# <u>Or</u>

# Milestone Payments (H3010C) with no holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using <a href="PWGSC-TPSGC 1111">PWGSC-TPSGC 1111</a>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form <a href="PWGSC-TPSGC 1111">PWGSC-TPSGC 1111</a> have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

# <u>Or</u>

#### **Monthly Payments**

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

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

#### 7.7.6 SACC Manual Clauses

SACC Manual clause - C0305C (2014-06-26), Cost Submission

# 7.7.7 Discretionary Audit

SACC Manual clause - C0705C (2010-01-11), Discretionary Audit

# 7.8 Invoicing Instructions

 The Contractor must submit a claim for payment using form <u>PWGSC-TPSGC 1111</u>, Claim for Progress Payment. Each claim must show:

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- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee;
- e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses:
- c. a copy of the monthly progress report.
- 2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
- 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form <a href="PWGSC-TPSGC 1111">PWGSC-TPSGC 1111</a>, and forward it to the \_\_\_\_\_ (insert "Project" or "Technical" or "Inspection") Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

  The \_\_\_\_\_ (insert "Project" or "Technical" or "Inspection") Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
- 4. The Contractor must not submit claims until all work identified in the claim is completed.

#### 7.9 Certifications and Additional Information

# 7.9.1 Compliance

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

# 7.9.2 SACC Manual Clauses

A3060C (2008-05-02) Canadian Content Certification

#### 7.10 Applicable Laws

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The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (insert the name of the province or territory as specified by the Bidder in its bid, if applicable).

# 7.11 Priority of Documents

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

- (a) The General Information
- (b) Bidder Instructions
- (c) Bid Preparation Instructions
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List
- (g) Annex D, Bid Solicitation Evaluation
- (h) Annex E, Certifications
- the Contractor's bid dated \_\_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on \_\_\_\_\_\_" or ",as amended on \_\_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).

# 7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

#### 7.13 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

# 7.14 SACC Manual clause

SACC Manual clause A9068C (2010-01-11) Government Site Regulations SACC Manual clause S3005T (2008-12-12) Status of Availability of Resources SACC Manual clause S1010T (2008.12.12) Education and Experience

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#### ANNEX "A"

#### STATEMENT OF WORK

# 1.0 TITLE

**Evaluation and Performance Measurement Services** 

#### 2.0 OBJECTIVE

To award up to two (2) contracts to two separate and distinct firms to work with the Evaluation Directorate (ED) of the Federal Economic Development Agency for Southern Ontario (FEDDEV ONTARIO) in preparing and carrying out Evaluation and Performance Measurement activities.

# **Evaluation and Performance Measurement Services**

FedDev Ontario may request a complete team, a partial team, or a single resource in order to provide the required Evaluation and Performance Measurement Services related support described below. The Contractor and their proposed resource(s) must work with FedDev Ontario staff identified by ED to carry out evaluation and performance measurement work, transfer knowledge and/or job shadow for training purposes. In addition to delivery of the projects on the Evaluation Plan, the Contractor may be called upon, on an ad-hoc basis, to assist ED with development, validation of evaluation or performance measurement methodologies to meet the requirements of the Treasury Board Policy on Results.

#### 3.0 BACKGROUND

Since FedDev Ontario was established in 2009 in response to the economic downturn, the Agency has been delivering programs to contribute to strengthening southern Ontario's economic capacity for innovation, entrepreneurship and collaboration, and to promote the development of a strong and diversified southern Ontario economy.

To achieve its mandate, FedDev Ontario delivers three core transfer payment programs designed to address specific opportunities and challenges facing the region: the Southern Ontario Prosperity Initiatives (SOPI); the Advanced Manufacturing Fund (AMF); and the Eastern Ontario Development Program (EODP). FedDev Ontario, like other regional development agencies (RDAs) across the country, also plays an important role as a federal delivery agent for national programs in southern Ontario – specifically the Community Futures Program, the Economic Development Initiative and the Canada 150 Community Infrastructure Program.

For some national initiatives, FedDev Ontario delivers services at the regional level to firms and other stakeholders. For example, the Agency works with southern Ontario firms to identify opportunities to participate in defense procurement projects in support of the Industrial and Technological Benefits Policy. The Agency also operates Canada Business Ontario (part of the Canada Business Network), which helps entrepreneurs gain access to government business information, such as available funding opportunities. FedDev Ontario is working with federal partners on the Accelerated Growth Service initiative, which helps high-growth firms scale-up by providing them with a coordinated and streamlined approach to accessing federal business support services. In addition, the Agency is playing a leadership role in establishing Foreign Trade Zone (FTZ) Points in southern Ontario which help to reduce costs and paperwork for manufacturers, foster business expansion, facilitate export activity and attract foreign investment to the region.

# **Evaluation Function**

The purpose of the evaluation function is to ensure that the Federal Economic Development Agency for Southern Ontario (FedDev Ontario) has a comprehensive and reliable base of evidence to support policy

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and program improvement, expenditure management, management and Cabinet decision making and public reporting.

Evaluation is the systematic collection and analysis of evidence on the outcomes of programs to make judgments about their relevance, performance and alternative ways of delivering the same results. It provides an evidence-based, neutral assessment of the value for money of FedDev Ontario programs. In doing so, evaluation supports accountability to Parliament and Canadians by helping FedDev Ontario report on results achieved with resources invested. It informs government decisions on resource allocation and reallocation by supporting strategic reviews and providing objective information on potential synergies and avoidance of duplication. In addition, evaluation supports the President in managing for results, and supports managers in making policy and program improvements.

Section 2.7 of Policy on Results (2016) stipulates that, "an evaluation conducted pursuant to this policy constitutes the review of relevance and effectiveness of ongoing programs of grants and contributions that is required under section 42.1 of the *Financial Administration Act*." The objectives of this policy are to improve the achievement of results across government; and enhance the understanding of the results government seeks to achieve, does achieve, and the resources used to achieve them. The expected results of this policy are the following:

- Departments are clear on what they are trying to achieve and how they assess success;
- Departments measure and evaluate their performance, using the resulting information to manage and improve programs, policies and services;
- Resources are allocated based on performance to optimize results, including through Treasury Board submissions, through resource alignment reviews, and internally by departments themselves; and
- Parliamentarians and the public receive transparent, clear and useful information on the results that departments have achieved and the resources used to do so.

Source: Treasury Board of Canada Secretariat. Policy on Results (2016). <a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=31300">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=31300</a>

# FedDev Ontario Evaluation Advisory Committee (EAC)

FedDev Ontario intends to have most evaluation projects supported by an Evaluation Advisory Committee (EAC), the composition of which is approved by the Head of Evaluation. This Committee supports the evaluation process in generating useful and relevant information by:

- ensuring that concerns and interests of departmental managers and key stakeholders are well represented;
- lending credibility and objectivity to an evaluation; and
- maintaining a workable focus and providing advice when ambiguities or optional strategies arise.

Membership on the committee includes a chairperson from FedDev Ontario senior management who is not associated with the program area, evaluation staff, program area representatives and other representatives such as co-deliverers, stakeholders, subject matter experts, and others such as representatives of user groups.

# **Evaluation Directorate (ED)**

Led by FEDDEV ONTARIO's Evaluation Head, ED is accountable to the President and the Agency Performance Measurement and Evaluation Committee (PMEC) for the performance of the evaluation function within FedDev Ontario. The Head reports directly to the Director General, Strategic Policy, Policy, Partnerships and Performance Management (PPPM) Branch, who in turn, reports to the Vice President, PPPM to ensure that an appropriate degree of independence is maintained from FedDev Ontario management and operations, and that the evaluation function is in a position to provide objective advice on all areas of departmental responsibility.

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It will also ensure that the Agency has a comprehensive and reliable base of evidence to support policy and program improvement, expenditure management, management and Cabinet decision making and public reporting.

#### **FEDDEV ONTARIO'S Evaluation Plan**

FedDev Ontario's Evaluation Plan describes a plan of evaluations and oversight activities based on current legislative and policy requirements. It is designed to position the President, Federal Economic Development Agency for Southern Ontario (FedDev Ontario), to meet the requirements of the *Policy on Results* and the *Transfer Payment Policy*.

Current Treasury Board Secretariat (TBS) expectations, expressed in the *Treasury Board of Secretariat* (TBS) Policy on Results (2016), were used in the formulation. The plan was based on the FedDev Ontario Departmental Results Framework (DRF) for 2017-2018 and therefore supports the departmental Performance Information Profiles (PIPs).

All ongoing programs of grants and contributions (Gs&Cs) are included, as required by Section 42.1 of the *Financial Administration Act*. The plan will allow for the review of program relevance and performance (effectiveness and efficiency), thus supporting requirements of the TBS Expenditure Management System, including strategic reviews.

See Appendix 1 of Annex A - FedDev Ontario Evaluation Plan - 2018/2019 to 2019/2020.

#### 4.0 DESCRIPTION OF RESOURCE CATEGORIES

# 4.1 Partner/Managing Director

May be an owner of the firm.

The range of Partner/Managing Director activities could, but are not limited to the following:

- The resource exercises project sign-off authority on behalf of the Contractor, and oversees and assures the quality of work of Project Managers/Leaders responsible for individual projects;
- Negotiates the final agreement for the Work on behalf of the firm;
- Supervises the creation, development and implementation of significantly new or modified evaluation approaches to solve problems and obtains approval from the Project Authority for their application;
- Reports progress of the project on an as needed basis and at key milestones in the life cycle;
- Meets with senior level Program Staff, as required, to outline Evaluation objectives and approaches, to gather key perspectives, and to present Evaluation observations and recommendations.

# 4.2 Project Manager/Leader

The range of Project Manager/ Leader activities could, but are not limited to the following:

- Manages the project team during the planning, implementation and reporting phases of the evaluation work;
- Ensures that resources are made available and that the project is developed and is fully implemented within agreed time, cost and performance parameters of the Contract;
- Determines budgetary requirements, the composition, roles and responsibilities and deadlines for the project team;
- Defines and documents the objectives and scope for the project. Identifies problems impeding successful completion of the project and proposes, develops and implements significantly new or modified Program Evaluation approaches to solve them;

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 Reports progress of the project to the Project Authority on an ongoing basis and at scheduled points in the life cycle;

- Meets with program management and or program stakeholders to outline program evaluation objectives and approaches, to gather key perspectives, and to present program evaluation observations and recommendations;
- Prepares plans, charts, tables and diagrams to assist in presenting or displaying observations and recommendations, carry out any tasks outlined in the Senior Program Evaluator category.

# 4.3 Senior Evaluation Specialist

The range of Senior Evaluation Specialist activities could, but are not limited to the following:

- Assessing the readiness of a policy, program or initiative to be evaluated;
- Planning specific evaluations or related studies of individual or clusters of programs, policies or initiatives:
- Developing terms of reference for evaluation projects;
- Preparing logic models, program theories/theories of change or assessment tools;
- Constructing work plans, including evaluation planning reports or frameworks and associated methodologies;
- Developing, testing and implementing evaluation methods and data collection tools (including surveys, interview guides, focus group discussions, case studies);
- Collecting and analyzing both qualitative and quantitative data (including socio-economic and statistical analysis, collecting baseline data, conducting impact analysis);
- Assessing the relevance and performance (including impact, efficiency and cost-effectiveness) of programs, policies or initiatives;
- Validating evaluation approaches, methodologies, findings, conclusions and recommendations, using methods such as but not limited to: validation with participants, organizations and conduct of expert panels or peer reviews;
- Developing evaluation reports or associated products (briefing note, deck, technical report) containing findings, conclusions and recommendations, and undertake report validation and consultations where appropriate and requested;
- Aid in the compilation, analysis and dissemination of findings, lessons learned and best practices;
- Briefing evaluation staff and program management on major results and findings, including preparation of presentations; and
- Aid in writing other materials, documents, tools and instruments related to the work.

# 4.4 Evaluation Specialist

The range of Evaluation Specialist activities could, but are not limited to the following:

- Participates in the planning, implementation, and reporting phases of projects;
- Organizes and conducts project tasks according to approved program evaluation approach or plans;
- Drafts portions of, or content leading to, drafts and final reports, including observations, conclusions and recommendations;
- Presents oral briefings and debriefings to stakeholders on assigned segments of projects;
- Carries out any activities in support of tasks outlined in the other categories.

# 4.5 Subject Matter Expert

The range of Subject Matter Expert activities could include, but are not limited to the following:

Providing orientation on their field of expertise to a range of target groups (e.g. program
managers, evaluators, corporate planners) including details on key issues in the field and details
on best practices in terms of performance measurement and evaluation in those fields;

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- Advising on the design of new or adequacy of existing a) performance measurement frameworks in support of departmental Strategic Outcomes and Departmental Results Framework (DRF); or b) performance measurement strategies in support of program monitoring and evaluation, including identifying appropriate performance measures and related technical elements (e.g. performance metrics and targets, data sources, and frequencies for data collection) in accordance with Treasury Board policies and Treasury Board Secretariat guidance and directives;
- Advising on the capacities, skills and resources needed in federal organizations to create, implement and maintain on-going performance measurement systems at the level of the organization as a whole or at the program, initiative or project level;
- Advising on conceptual frameworks, methodological approaches and designs for performance measurement of and evaluation of projects, programs, services, organizations/institutions, policies and initiatives in those fields;
- Providing field-specific performance measurement advice (e.g. support managers to identify, track and report on results throughout the life cycle of projects, programs, services, policies or initiatives), including providing training or information sessions to build capacity within the organization and assist program management with the collection and interpretation of performance measurement data;
- Analyzing and/or interpreting performance data and preparing performance reports;
- Researching field-specific performance measurement uses and practices in other jurisdictions (includes provincial and international jurisdictions);
- Conducting comparative analysis and advising on best practices, including benchmarking performance, international comparisons and case studies;
- Providing subject-matter advice to assist in the:
  - o Assessment of the readiness of a policy, program or initiative to be evaluated;
  - Scoping and planning of specific evaluations or related studies of individual programs, policies or initiatives;
  - Preparation of logic models, program theories, literature reviews or assessment tools;
  - Constructing of work plans, including evaluation planning reports or frameworks and associated methodologies;
  - Developing, testing and implementing of evaluation methods and data collection tools;
  - Collection and analysis of relevant data (including socio-economic and statistical);
  - Assessment of relevance and performance, including impacts, efficiency and costeffectiveness of programs, policies or initiatives;
  - Assessment of program governance and management (including assessing risk management and controls, decision-making, planning, development and implementation, transparency and accountability);
  - Developing evaluation reports containing findings, conclusions and recommendations, and undertake report validation and consultations where appropriate and requested:
  - Conducting and writing of synthesis or meta-evaluations;
  - Compilation, analysis and dissemination of findings, lessons learned and best practices;
  - Briefing of program and senior management on major results and findings, including preparation of presentations;
  - Development of other materials, documents, tools and instruments related to the work; and
  - Review of the components of evaluations such as primary and secondary data collection activities, surveys, special studies, literature or document reviews, applied statistical analysis and the development of background or analytical discussion papers on program theory and/or alternatives.

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- Validating evaluation approaches, methodologies, findings, conclusions and recommendations, using methods such as (but not limited to) validation from a technical expert standpoint;
- Participating on peer review or similar panels for evaluations or act as an third- party reviewer of draft evaluation products;
- Advising on sensitivities in their specific fields (e.g. on working with groups of "at-risk" stakeholders) and issues related to ethics and values related to performance measurement and evaluation; and
- Facilitating connection to other key experts in the field as required for performance measurement or evaluation purposes.

#### 5.0 SCOPE OF SERVICES OR WORK

i) Evaluation and Performance Measurement activities will be comprised of four basic phases as determined in each Task Authorization:

Phase I-Planning

Phase II - Implementation

Phase III - Reporting

Phase IV - Closure

Evaluations typically range from \$40,000 to \$150,000 in value depending on the depth and nature of the evaluation in question as well as the support provided by FedDev Ontario Staff.

ii) Ad-hoc Evaluation and Performance Measurement Services

Ad-hoc Evaluation and Performance Evaluation support services may be comprised of any of the services described in Section 5.1 and/or in parts of the Annex A, Statement of Work described in this RFP as well as any work arising from requirements related to supporting FedDev Ontario's need in relation to the TBS Policy on Results.

# 5.1 Evaluation and Performance Measurement Services - Range of Services

In the Federal Government, *evaluation* is defined as the "systematic collection and analysis of evidence on the outcomes of programs to make judgments about their relevance, performance and alternative ways to deliver them or to achieve the same results" (Treasury Board of Canada Secretariat. *Policy on Evaluation 2009.* 

(http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15024)

# **Evaluation Function:**

In the Government of Canada, evaluation is the "systematic and neutral collection and analysis of evidence to judge merit, worth or value. Evaluation informs decision making, improvements, innovation and accountability". Evaluations typically focus on programs, policies and priorities and examine questions related to relevance, effectiveness and efficiency. Depending on user needs, however, evaluations can also examine other units, themes and issues including alternatives to existing interventions. Evaluations generally employ social science research methods. Source: Treasury Board of Canada Secretariat. Policy on Results (2016).

https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=31300

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Some evaluations must be completed at certain times due to specific triggers such as legislation or to support processes such as spending reviews. These pre- and externally-defined evaluations include:

- Evaluations of all ongoing programs of grants and contributions with five-year average actual expenditures of \$5 million or greater per year required to fulfill the *Financial Administration Act* subsection 42.1;
- Evaluations required by applicable legislation or as a result of commitments in submissions approved by the Treasury Board of Canada;
- Evaluations requested by the Secretary of the Treasury Board of Canada which will be communicated to departments by TBS through consultations or other means; and
- Evaluation activities required to support centrally-led evaluations (e.g., evaluations initiated by the Secretary of TB, including horizontal evaluations) or to support resource alignment reviews (e.g., exercises initiated by the President of TB).
- **Impact evaluations** assess results and outcomes (e.g. of programs or policies), the influence the departments had on observed changes (attribution, contribution), and issues such as alternatives and improvements.
- **Economic evaluations** assess economic impact or issues such as cost-effectiveness, cost-benefit or cost-utility which can help in making allocation decisions.
- Innovation (What works?) evaluations are used to assess pilots where departments are experimenting with new approaches and want to determine efficacy and the feasibility of taking pilots to scale.
- **Delivery evaluations** focus on the implementation (e.g. of a program, policy), its production of outputs and ways to improve program efficiency (including use of techniques such as LEAN).
- **Theory-of-change evaluations** are used to test the theory of change (i.e., mechanisms and assumptions of an existing or planned program or policy, or a pilot project) or ongoing relevance of an intervention.
- 'Prevaluations' are evaluations that support planning and development (e.g. of programs and policies) including needs assessments, design evaluations and challenge evaluations for TB submissions.

#### **Performance Measurement Function**

- Activities related to developing, assessing, analyzing and reviewing performance measurement frameworks, methods, concepts, policies, tools;
- Comparative analysis as it relates to performance measurement;
- Advice and support as it relates to evaluations and performance measurement;
- Compiling, analyzing and/or interpreting performance data and preparing performance reports; and:
- Research performance measurement uses and practices in other jurisdictions (includes provincial and international jurisdictions).

# Minimum Mandatory Qualifications and Experience for the Resource Categories:

The following are the minimum mandatory requirements that must be met by the Contractor's personnel identified under each applicable resource category for work to be performed under this contract.

**Note:** When applicable, each individual proposed must possess, at a minimum a certificate from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service\*, if obtained outside Canada.

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\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: http://www.cicic.ca/indexe.stm

# **Partner/Managing Director**

- Education: A degree from a recognized university
- Experience: Must have a minimum of eight (8) cumulative years of evaluation or audit experience within the past ten (10) years and at least two (2) year of cumulative evaluation experience working with or for the Federal Government.

# **Project Manager/Leader**

- Education: A degree from a recognized university
- Experience: Must have a minimum of six (6) cumulative years of evaluation experience within the last ten (10) years including and with at least two (2) year of cumulative evaluation experience working with or for the Federal Government.

# **Senior Evaluation Specialist**

- Education: A degree from a recognized university
- Experience: Must have a minimum of five (5) cumulative years of experience of evaluation experience within the last ten (10) years and with at least two (2) year of cumulative evaluation experience working with or for the Federal Government.

# **Evaluation Specialist**

- Education: A degree from a recognized university
- Experience: Must have a minimum of two (2) cumulative years of experience of evaluation experience within the last ten (10) years and with at least one (1) year of cumulative evaluation experience working with or for the Federal Government.

#### **Subject Matter Expert**

- Education: A degree from a recognized university
- Experience: Must have a minimum of five (5) cumulative years of experience within the last ten
   (10) years in their respective domain of expertise.

# 6.0 TASKS

Following contract(s) award the Project Authority will hold a kick-off meeting with the successful Contractor(s). This meeting will serve to introduce the selected Contractor(s) and the various stakeholders to each other and to make sure that expectations from all parties are clear.

The Work may involve, but will not be limited to, the following:

# i) Program Evaluation

# 6.1 Evaluation Planning Phase - Tasks (may be comprised, but not limited to):

The Contractor's key task during the Planning Phase is to conduct a detailed assessment. This Phase will typically include the following steps:

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- Meet with Project Authority and /or his designate for preliminary discussions and agreement on the approach of the project steps, management methods, and direction;
- Develop the evaluation strategy and terms of reference, in consultation with the Project Authority and /or his designate, including the description of program, articulation of scope, objectives, background information, methodology (high level), timing and resource requirements;
- Prepare or validate the Logic Model (Program Activities, Outputs and Outcomes) that explains the relationships between program activities, outputs and outcomes. It identifies the linkages between the activities of a program and the achievement of its outcomes.

Logic models are comprised of three key elements:

- o Activities: Work conducted by an organization to produce a specific output.
- Outputs: Direct products or services resulting from the activities of an organization or the activities associated with a program. Outputs are usually within the control of the organization itself.
- Outcomes: External consequences attributed, in part, to program. Outcomes are not within the control of a single program. Instead, the program can influence the outcomes.
   There are three types of outcomes: immediate, intermediate and ultimate.
- Work with the Evaluation Directorate to finalize the methodology, instruments and deliverables;
- Schedule and carry out the activities developed in the methodology, in collaboration with the Evaluation Directorate;
- Communicate regularly with the Evaluation Directorate, to provide status and to communicate any issues or challenges;
- Summarize the results of the interviews, surveys and case studies; and
- Contribute to presentation materials intended for senior management as required.
- Determine research and data collection methods;
- Document minutes and decisions of meetings;
- Determine, on a preliminary basis, whether FedDev Ontario has a comprehensive and reliable base of evidence to support policy and program improvement, expenditure management, management and Cabinet decision making and public reporting;
- Consider management reports of events that have highlighted areas of potential issues;
- Evaluate and recommend alternative methods of achieving evaluation objectives;
- Ensure there is a comprehensive and reliable base of evidence to support policy and program improvement, and expenditure management.

Summary of Evaluation Issues and Questions		
Evaluation Issue	Evaluation Question	
Relevance		
Design and Delivery		
Performance (Effectiveness)		

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- Determine research and data collection methods;
- Document minutes and decisions of meetings;
- Determine, on a preliminary basis, whether FedDev Ontario has a comprehensive and reliable base of evidence to support policy and program improvement, expenditure management, management and Cabinet decision making and public reporting;
- Consider management reports of events that have highlighted areas of potential issues;
- Evaluate and recommend alternative methods of achieving evaluation objectives;
- Plan to focus engagement (Implementation) to ensure there is a comprehensive and reliable base of evidence to support policy and program improvement, expenditure management.

# Based on the Evaluation Matrix the Contractor must:

- As necessary, make recommendations to the Project Authority and /or his designate to refine the objectives and/or scope;
- Identify criteria to be responded to and defined as reasonable and attainable standards of performance against which the Evaluation will assess the relevance and performance of the Program compliance with relevant laws, policies, directives and regulations;
- Ensure that criteria will provide a basis for developing findings and formulating conclusions:
- Develop steps to document the research and data collection methods which will be used during the Implementation Phase to gather sufficient evidence to enable the evaluation findings to arrive at conclusions as to whether the Program objective and outcomes have been met. The research and data collection methods must be structured and described so that it is clear to which criterion of the Evaluation Matrix it is directly linked to; and
- Develop timeframes for the completion of all work to be undertaken during the Implementation Phase.
- The Contractor must prepare a report (Planning Document) to articulate the results
  of the Planning Phase. Composition of the Planning Document is described in the
  deliverables section of this SOW.
- Prior to proceeding to the Implementation Phase, the Contractor must clear the Planning Document including Evaluation steps with the Project Authority and /or his designate. Upon approval by the Project Authority and /or his designate, the Contractor shall communicate the results from the Planning Phase and the approach for the Implementation Phase with management.

# 6.2 Evaluation Implementation Phase-Tasks (may be comprised, but not limited to):

The Implementation Phase will consist of executing the Evaluation Strategy and conduct a detailed review and validation of Evaluation Steps identified in the Planning Phase. During the Implementation Phase, the Contractor must execute the evaluation steps and strategy as approved by the Project Authority and /or his designate. The engagement must be

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performed with proficiency and due professional care to identify, analyze, evaluate, and record sufficient, use of multiple lines of evidence, and appropriate information to support the evaluation findings for the assessment of each evaluation issue and question (criterion), and ultimately achieve the evaluation objectives. The work plan will detail the targets, sampling strategies, and engagement strategies for the key informant interviews and surveys. To develop the sampling strategies for the key informants, a profile will be developed of the stakeholders involved with, familiar with or impacted by the programs. For these representatives, a purposive sampling methodology will be used involving selection of a cross-section of stakeholders based on their knowledge of, or experience with, the Program. The Evaluation Directorate will assist in compiling the names and contact information of people to be interviewed.

The Contractor must:

- a) Obtain data, documents and information from Program area or recipient;
- b) Perform evaluation related work as and when requested by the Project Authority and /or his designate, as outlined in the approved evaluation steps and strategy and as authorized by the Task Authorization and Project Authority and /or his designate. This may involve all or certain activities outlined in the Evaluation Strategy. For example, the Contractor may be required to supplement an internal team of evaluation specialist in conducting interviews;
- Complete the analysis, interpretation, and evaluation of the information (both qualitative and quantitative may be utilized) to meet the evaluation objectives the associated Quality Assurance (QA) elements and processes;
- d) Ensure that senior management is informed without delay of any findings that indicate major concerns respecting the management or effectiveness of policies, programs, or initiatives.

Qualitative: Provides contextual information, explains how a program, works, identifies any barrier to implementation and helps determine if there are any themes or patterns that might relevant to the evaluation issues and questions.

Quantitative: Data reporting and statistical analysis interpreted within the context of the program and in combination with the qualitative analysis.

- e) Analyze information and prepare written findings/observations and conclusions as per template/format provided by the ED;
- f) Identify how program management is aligning to support the elements contained in the Management Accountability Framework (MAF).
- g) Bring any matters of significance to the attention of the Project Authority and /or his designate throughout the conduct of the evaluation;
- Lead and attend meetings with ED, Federal Economic Development Agency for Southern Ontario officials, functional lead, Program staff, recipients, other central agencies and interdepartmental working groups sessions comprised of subject matter experts; federal public service representatives and contract resources in both official languages as required;
- i) Liaise, coordinate and work with Federal Economic Development Agency for Southern Ontario internal resources;
- i) Develop working papers to support evidence;
- k) Prepare Findings Sheets to document the results of applying the research and data collection methods documented in the evaluation strategy. Composition of the Findings Sheets is described in the Deliverables section of this SOW.

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Note: Prior to proceeding to the Reporting Phase, the Contractor must clear Findings with the Project Authority and /or his designate, and upon approval by the Project Authority and /or his designate, the Contractor must validate the Findings with appropriate management representatives.

# 6.3 Program Evaluation Reporting Phase-Tasks (may be comprised of, but not limited to):

The Reporting Phase will formally communicate the findings, conclusions and recommendations through the preparation of a well written and concise Draft [final] Report which will be provided to management for review, comment, and subsequent preparation of a Management Action Plan (MAP) to address the recommendations.

- The Contractor must prepare the Draft [final] Report, composition of which is described in the Deliverables section of this SOW. The Contractor must be prepared to discuss the Draft Report with the Project Authority and /or his designate and to make edits following these discussions.
- Once the Project Authority and /or his designate have approved the Draft Report, it will be
  provided to management. The Contractor shall participate in meetings discuss the Draft
  Report and be available to respond to any questions that come from management. Normally
  the process to clear the Draft Report should be complete within three (3) weeks of its delivery
  to management.
- The Contractor must prepare an update to the Draft [final] Report after receipt of comments from the Project Authority and /or his designate and PMEC responses from stakeholders. All documents related to work in the field (working papers, observations, summary of results etc.) should be cross-referenced to final draft report.
- The Contractor's Activities and Draft and Final Report must reflect the following quality control instrument:

Quality Element	Processes
Neutrality and objectivity	Appropriate, independent governance of evaluations within the Department.
	Balanced evaluation research plans.
Timeliness	<ul> <li>Quality of project planning including: appropriate and clear articulation of roles of evaluation team, knowledge of processes, knowledge of formal approval and governance systems, adequacy of budget, flexibility of tools to adapt to emerging priorities/challenges.</li> <li>Assessment of evaluation readiness of program being evaluated.</li> <li>Assessment of needs of senior decision-makers for evaluation information.</li> </ul>

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Appropriateness of focus	<ul> <li>Evaluations should focus on program relevance and performance at a minimum. Additional issues could also be considered and integrated only if they are appropriate and can be integrated into the research plan without detracting from the main issues.</li> <li>The scope of evaluations should be at a high enough level for decision- making (DRF, sub-activity level or higher) and/or group together programs at DRF, sub or sub-sub activity level when appropriate.</li> </ul>
Credibility of results	<ul> <li>Balance of qualitative and quantitative data.</li> <li>Include multiple lines of evidence /sources of data.</li> <li>Based on sound research design. Results should be based on the testing and triangulation of evidence.</li> <li>Research should be conducted by evaluation professionals who have excellent knowledge of research methods.</li> <li>Evaluation should undergo a quality assessment review by third party.</li> <li>Evaluation results should be presented within the appropriate context.</li> </ul>

# 6.4 Program Evaluation Closure Phase – Tasks (may be comprised of, but not limited to):

These steps will usually be conducted by ED but the Contractor may be required to provide support to this phase as appropriate.

- Identify progress made by entity management to implement management action plans in response to recommendations made in reports;
- Establish a follow-up process that monitors, validates and reports on the status of management action plans, or indicates that senior management has accepted the risk of not taking action;
- Obtain quarterly monitoring to verify information provided by entity management concerning progress against management action plans. Quarterly monitoring is based on self-reporting by the program management and a subsequent assessment of the information provided by the Evaluation Directorate; and
- Prepare a quarterly summary report that is sent to the Project Authority concerning FedDev Ontario's progress on all outstanding management action plans. The following classifications are used to rate entity management progress concerning each management action plan.

Management action plan progress levels

- No progress made to date.
- Some progress achieved (e.g. some early or limited progress has been made to implement the management action plan).
- Substantial progress has been achieved (e.g. much or most of the required of the management action plan has been completed).
- The management action plan has been fully implemented.

Provide advice to consider the area for a future re-evaluation.

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#### ii) Performance Measurement Support

- Developing, implementing and monitoring ongoing performance measurement strategies for programs;
- Reviewing and providing advice on the performance measurement strategies for all new and ongoing direct program spending, including all ongoing programs of grants and contributions, to ensure that they effectively support an evaluation of relevance and performance;
- Reviewing and providing advice on the accountability and performance provisions to be included in Treasury Board submissions;
- Reviewing and providing advice on the performance measurement framework embedded in the organization's DRF and PIPs; and, Dissemination of Evaluation Reports

# iii) Ad-hoc Evaluation and Performance Measurement Evaluation Support

# 6.5 Ad-hoc Program Evaluation and Performance Measurement Support - Tasks (may be comprised of, but not limited to):

Ad-hoc Program Evaluation and Performance Measurement Support services may be comprised of any of the services described in Section 5.1, the Annex A, Statement of Work or work arising in support of the TBS Policy on Results.

#### 7.0 CLIENT SUPPORT AND PROJECT MANAGEMENT

At the outset of the contract, the Project Authority and /or his designate will provide relevant background information and access to data. Every attempt will be made throughout the course of the contract to provide additional information requested by the Contractor, if deemed relevant to the project. In addition, the Project Authority and /or his designate will be available to respond to inquiries from the Contractor. The Contractor will be provided with access to the Project Authority and /or his designate and staff as required (minimum weekly) and to pertinent documents from relevant working groups/committees as deemed relevant by the Project Authority and /or his designate. Federal Economic Development Agency for Southern Ontario internal resources will be available as the Project Authority and /or his designate deems required.

#### 7.1 Roles and Responsibilities of Required Resources

The Federal Economic Development Agency for Southern Ontario expects that the Contractor will assign the tasks required in this requirement to the appropriate resources as defined in the contract in Section 5.1.

## 7.2 Project Management Introductory Meeting

Prior to initiating any new projects with management, the Project Authority and /or his designate will hold an introductory meeting with the Contractor's team. All team members may be required to be in attendance.

#### **Weekly Status Reports**

Throughout each project, the Contractor must provide, at a minimum, Weekly Status Reports to the Project Authority and /or his designate. These Weekly Status Reports must be presented in writing, signed off by the senior member of the Contractor's team, and discussed with the Project Authority and /or his designate.

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The status updates must include:

- a) A summary of work completed and results achieved since the previous status update;
- b) Level of effort (time) of each member of the Contractor team;
- c) An assessment of actual progress against the project work plan; and
- d) Expectations for the week ahead.

#### Communication of Results

Prior to communicating the findings to management, the Project Authority and /or his designate and Contractor will meet to discuss and validate the Finding Sheets. The Project Authority and /or his designate and a senior member of the Contractor's team will meet with management to discuss both the findings and the resulting Draft [final] Report.

#### 7.3 Documentation

Upon completion of any project, the Contractor must submit, as required, to the Project Authority and /or his designate all documentation, including working papers and a copy of the Draft [final] Report, appropriately cross-referenced to the supporting working papers.

#### Security and Control of Internal Evaluation Documents and Records

The Contractor is responsible to adhere to the highest standards of professionalism and integrity and seek to develop a relationship of respect and trust with the managers and staff of the units and activities evaluated. They must ensure the security and confidentiality of project documents and records.

Documents for active evaluation projects should be kept in existing internal evaluation files under the control of those responsible for the conduct of the evaluation.

#### 8.0 DELIVERABLES

- 1. Terms of Reference
- 2. Planning Documents (including Evaluation Strategy)
- 3. Findings Sheets
- 4. Working Papers
- 5. Draft [final] Report
- 6. Weekly Status Reports
- 7. Ad hoc Services

#### 8.1 Terms of Reference

Prepare terms of reference with the Project Authority and /or his designate.

## 8.2 Planning Document, including Detailed Steps

The Contractor must prepare the Planning Document to demonstrate and communicate the results and decisions of the Planning Phase, as follows:

- Background including the objectives of the Program subject to evaluation, key laws, regulations, policies, and guidelines;
- Risk assessment that outlines potential risk associated with the program subject to evaluation and impacts on evaluation strategies;
- Evaluation Objective as defined by the Project Authority and/or his designate, refined as necessary;
- Evaluation Strategy
- Scope the areas, activities, systems, or processes to be examined;

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- Issues the risk-ranked significant engagement issues with reasons (rationale) for pursuing or not pursuing them (e.g. issues. concerns raised by management and/or control weaknesses identified during the Planning Phase);
- Approach and Methodology a high-level description of the evaluation steps to be completed during the Implementation Phase;
- Criteria -criteria and sub-criteria, as appropriate, against which assessments will be made;
- Appendix Anticipated steps the research and data collection methods to be used during the Implementation Phase linked to related criteria and Checklists; and
- Appendix Performance Measurement Methodologies (if applicable) a detailed description of any Performance or statistical sampling methodologies used, including descriptions of populations from which samples are drawn and statistical tests used to validate samples, and a description and sampling results.

The Planning Document will be due at the end of the Planning Phase. It must be provided in both paper and electronic (Microsoft Word) formats.

The Planning Document must be approved by the Project Authority and /or his designate prior to commencement of the Implementation Phase.

# 8.3 Findings Sheets

The Findings Sheets shall clearly articulate the actual condition, including the cause when the criterion is not met, and the effect or impact, as appropriate.

#### 8.4 Working Papers

The Working Papers will document the engagement's results. The Working Papers must provide reliable evidence to support the findings and conclusions; must document all relevant facts, data, and processes; and must be well organized, easy to navigate, and appropriately cross-referenced. The Working Papers must include all relevant Deliverables prepared during the Planning and Implementation Phases of the engagement, as well as all documents prepared or gathered as evidence in support of findings, conclusions and recommendations. The Working Papers Quality Control Checklist must be completed by the Contractor and submitted with the Working

Papers. The Working Papers must include the following:

- a) Interview and meeting notes;
- b) Key documents consulted;
- c) Logic Models and narrative descriptions;
- d) Performance Measurement Framework and Performance Measurement Strategy
- e) Key Statistics
- f) Analysis of potential risks associated with the program area or issues subject to evaluation;
- g) Description of significant issues and their potential impact;
- h) Approved Planning Document including Evaluation Strategy;
- Approved Findings Sheets;
- j) Approved Draft [final] Report, cross-referenced to the relevant supporting Working Papers; and
- k) Quality Control/Assurance Checklists and Certificate.

The Working Papers may be a combination of paper and electronic files; though where possible electronic format should be used. English should be the primary language;

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however, documentation available only in French is also acceptable.

Relevant Working Papers must be made available to the Project Authority and /or his designate at the end of the Implementation Phase to permit review and validation of the information gathered in support of Findings Sheets. The complete Working Papers will be due upon completion of the Reporting Phase.

# 8.5 Draft [final] Report

Evaluation reports will present the findings, conclusions and recommendations as appropriate in a clear and neutral manner. Evaluation reports will be written in accordance with the Standard on Evaluation for the Government of Canada.

The Draft [final] Report must include the following sections:

## a. Executive Summary

Introduction
Background
Methodology
Findings - Relevance

#### b. Introduction

Introduction and Purpose of the Evaluation Profile of the Program being evaluated

#### c. Evaluation Methodology

Evaluation Issues and Questions
Data Collection Methods
Limitation of the Evaluation Methodology

#### d. Evaluation Findings

Program Relevance Program Performance (Effectiveness) Performance (Efficiency and Economy)

#### e. Overall Conclusions and Recommendations (as applicable)

#### f. Supporting documentation (as applicable)

- Management response
- Appendices
  - o EAC members
  - o Logic Model
  - o Evaluation matrix
  - o List of Interviews
  - o Interview Guides
  - o Interview responses analysis Grid
  - List of documentation and literature reviewed
  - o Surveys
  - Comparative Analysis

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The Contractor must submit a version of the Draft [final] Report fully cross-referenced to the related Working Papers. The Draft [final] Report must be accompanied by a Contractor Quality Assurance Review Certificate that states that the Evaluation was completed in compliance with the Evaluation Quality Elements and Processes and in accordance with the Evaluation Framework established by the Federal Government

The Draft [final] Report will be due near the end of the Reporting Phase. It must be approved by the Project Authority and /or his designate prior to being communicated to management.

#### 8.6 Weekly Status Reports

Throughout a project, the Contractor must submit Weekly Status Reports in writing to the Project Authority and /or his designate. The composition of the Weekly Status Reports is described in the following Project Management section of this SOW.

## 8.7 Ad hoc evaluation and performance management support services

- May contain but not be limited to any of the individual deliverable elements identified above; and
- Reports, plans, methodologies, studies, framework related to Evaluation and Performance Measurement as outlined in Annex A - Statement of work and related to the Evaluation Framework as established by the Federal Government and defined at the Task Authorization (TA) stage.

#### Notes:

- Federal Economic Development Agency for Southern Ontario will be responsible for any required translation;
- All Working Papers must and will be turned over to the ED.
- All deliverables are to be legible, properly indexed, spell-checked and cross referenced in a format approved by the Project Authority and /or his designate;
- All documentation must be compatible with Microsoft Office products;
- Evaluation work must be conducted in accordance with the Government of Canada;
  - Evaluation work must be conducted in accordance with the Government of Canada TBS Directive on Results (2016); and
- All working papers must be stored in the ED storage as designated by the Project Authority.

## 9.0 OFFICIAL LANGUAGES

The Contractor must be capable of providing resources with the ability of conducting interviews, reading and analyzing documents in both Official Languages. (English & French).

#### 10.0 WORK LOCATION

The Contractor may work on site or off site as indicated in the respective TA but must, regardless of work location, be required to attend meetings, consult and review documentation with the Project Authority and /or his designate and Departmental staff as required. The Project Authority and /or his designate will work with the Contractor to arrange suitable facilities when required.

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Meetings with Federal Economic Development Agency for Southern Ontario may be required at Federal Economic Development Agency for Southern Ontario Headquarters in Waterloo, Ontario.

#### 11.0 TRAVEL REQUIREMENTS

Federal Economic Development Agency for Southern Ontario is a regional organization and occasional travel will be required.

Federal Economic Development Agency for Southern Ontario Offices:

- Waterloo Headquarters
- Toronto
- Ottawa
- Peterborough

Travel cost will be paid to the Contractor when approved on each specific TA and in accordance with Treasury Board Policy on Travel.

## 12.0 REFERENCES LEGISLATION

- Financial Administration Act
- Access to Information Act
- Privacy Act

#### Other References

- Communications Policy of the Government of Canada
- Policy on Results (2016)
- Directive on Results (2016)
- Departmental Results Framework
- Performance Information Profiles
- Policy on Transfer Payments
- Standard on Evaluation for the Government of Canada
- Treasury Board of Canada Secretariat Management Accountability Framework

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#### Appendix 1 of Annex A

## FedDev Ontario Preliminary Evaluation Plan 2018/2019 to 2019-2020

Year	Program	Notes	TBS Requirement	Target Completion Date
2018-2019	Community Futures Program	Treasury Board requirement for evaluation	Yes (FAA, Policy on Results)	March 31, 2019
2019-2020	Southern Ontario Prosperity Program (EODP, SOPIs, AMF)	Final Evaluation	Yes	March 31, 2020

**Evaluation Project Profiles: 2018-2019** 

# **Community Futures Program (CFP)**

Contact title: Director, Community Economic Development (CED)

Last evaluated: 2013-2014

# **Background description:**

The CFP is a national program that was established in 1985 and has been administered in southern Ontario by FedDev Ontario since 2009. The program is delivered through a network of 37 Community Futures Development Corporations (CFDCs) providing geographic coverage to rural southern Ontario. CFDCs are independent, community-based, legally incorporated not-for-profit community development organizations that have been established for the purpose of delivering the CFP in a designated service area.

FedDev Ontario, through a non-repayable contribution agreement, provides financial support for the delivery of the CFP by CFDCs. Deliverables specified in the agreement are negotiated based on a business plan developed by the CFDC that includes measurable performance goals, objectives, activity targets and budget forecasts. FedDev Ontario Program Officers monitor CFDC performance with respect to the terms and conditions of the agreement and act as a resource to the CFDCs in order to assist them in carrying out the activities and obligations specified in the agreement.

#### **Materiality:**

Estimated at \$11-12M (based on previous funding)

Rationale: Grants and contribution program; evaluation required as per the FAA and the TB Policy on Results.

**Objectives:** The objective of this evaluation will be to report on the relevance and performance of CFP delivered in southern Ontario by FedDev Ontario, in accordance with the TBS Policy on Results and its related guidance, including the Mandatory Procedures for Evaluation.

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The scope of the evaluation will generally include CFP activities funded from 2009 onward. Projects that were initiated prior to 2009-2010 were the responsibility of FedNor (Industry Canada). The Regional Development Agencies and Innovation, Science and Economic Development Canada (ISED) intend to conduct a horizontal evaluation of the CFP that will provide a national assessment of its relevance and performance. The 2016 CFP National Performance Measurement Strategy will serve as the starting point for assessing performance. Each RDA and ISED will participate in the evaluation through both cash and in-kind contributions.

The evaluation will be centrally led by ISED with the support of an Evaluation Working Group and input from an internal Evaluation Steering Committee and an external Evaluation Advisory Committee.

Estimated Cost: \$80,000

Target date: March 31, 2019

**Evaluation Project Profiles: 2019-2020** 

#### **Southern Ontario Prosperity Final Evaluation**

**Contact title:** Director General, Innovation and Community Development and Director General, Infrastructure and Business Development

Last evaluated: 2017-2018 (Interim Evaluation)

#### **Background description:**

A sequel to the SOPP, the the SOPP - includes the four SOPIs [IBI, IBGP, ICP, & IRD] and Advanced Manufacturing Fund (AMF) & Eastern Ontario Development program (EODP) also supports the economic development and diversification of Southern Ontario communities. The initiatives provide funding through contribution agreements to not-for-profit organizations and small- and medium-sized enterprises in priority areas: community economic development; manufacturing; research & development; communication technology; innovation; trade and tourism; human capital; and business financing support.

#### **Materiality:**

\$920M over five years

Rationale: Grants and contribution program; evaluation required as per the FAA and the TBS Policy on Results.

**Objectives:** To determine the extent to which the SOPP is relevant, on track to achieve its expected program outcomes and demonstrate efficiency and economy. The evaluation will be based on the TB Policy on Results (2016) and will focus on the five core evaluation issues relating to Relevance and Performance.

**AMF** - To determine the extent to which the AMF continues to be relevant, on track to achieve its expected program outcomes and demonstrates efficiency and economy. The evaluation will be based on the TBS Policy on Results and its related guidance, including the Mandatory Procedures for Evaluation, and focus on core evaluation issues relating to Relevance and Performance.

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**Estimated Cost: \$150,000.00** 

Target date: March 31, 2020

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## Appendix 2 of Annex A - Checklist for Program Evaluation Approach and Methodology

Elements of an Evaluation Approach and Methodology (may contain but is not limited to)

Evaluation Plan

Kick-off meeting

Clarify roles of various parties

**Evaluation Strategy** 

- Performance Measurement Strategies
- Methodologies for Evaluation Studies
- Quality Elements

Analysis – Evaluation Issues

- Relevance
- Design and deliver
- Performance (Effectiveness)
- Performance (Efficiency and Economy)

**Data Collection Method** 

- External Administrative Systems and Records
- Internal Administrative data
- Interviews
- Focus Groups
- File Review and Case Studies
- Questionnaire or Surveys
- Expert Panels
- Comparative Studies and Analysis with other Government programs
- Documentation and Literature Review

Resource utilization

Approval of Evaluation Strategy

Link to Terms of Reference

**Program Outcomes** 

- Immediate
- Intermediate
- Ultimate

**Program Activities** 

Analysis of Information

Synthesis of Findings

Structured working papers

Confirm findings with PA staff and Recipient

Evaluation finding sheets - criteria, condition, multiple lines of evidence, recommendation

QA throughout the process by Partner

Security and control of Internal Evaluation Documents and Records

Government of Canada Evaluation Standards, Treasury Board Secretariat's Directive on the Evaluation Function

MAF, Core Controls, and policy instruments considered

Well documented minutes, notes, analysis, logic and rationale

Exit debriefing

Report outline (PowerPoint) prior to full write-up

Reports concise and strategic

Practical recommendations

Best practice and suggestions

 $\label{eq:solicitation No.} Solicitation No. \\ FedDev-20171030/001 \\ Client Ref. No. \\ PW-18-00815183$ 

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Buyer ID pietschd CCC No. - FMS No.

ent Ref. No. File No. 7-18-00815183 001

Firm QA before submission of report
PA review of report and changes made as required
Lessons learned debrief
Presentation to Senior Management and PMEC

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File No.

Buyer ID pietschd CCC No. - FMS No.

## Appendix 3 of Annex A - Checklist for Evaluation Project Plan

# Elements of an Evaluation Project Plan (may contain but is not limited to)

## Project Plan Structure

- · Clear project schedule
  - Key tasks identified
  - People identified
  - Start and end dates
  - Resource levels
- Relevant and feasible
  - All steps are relevant to program evaluation work
  - Possible to complete
- Standard and typical assumption
  - Access to appropriate personnel
  - Receive documentation in timely fashion
  - Access to systems provided
  - Interview duration
  - Feedback sessions duration
  - Key documents English only
  - Travel separate if required by PA

#### Roles and Responsibilities

- Clearly defined
- Specific to each team member
- Appropriate and relevant
- Project Baselines
- Relevant level of effort
- Appropriate schedule
- · Tasks, deliverables and estimates in a calendar
- Shows which resource is doing which tasks
- Time expected for each task
- Task start and end dates
- Dependent tasks identified
- Dependencies are relevant and appropriate
- Critical path identified
- Method to manage and communicate variances
- Manage the review and approval process for modifying the baselines

#### **Planning**

- Initial meeting with PA and/or Performance Measurement and PMEC (as applicable)
  - Confirm, requirements and objectives
  - Confirm approach, roles, timeframes, and assumptions.
  - High level schedule of program evaluation phases
  - Identify and gather background documentation
  - Establish reporting template
  - Frequency of status reporting

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- Review key background documentation
- Create work papers
- Send Invitation Letter
- Kick-off meeting with Program Staff and Recipient
- Identify and analyze frameworks, acts policy, etc.
- · Preliminary interviews
- Explicit analysis to ensure that criteria will provide a basis for developing findings and formulating conclusions
- Determine relevant evaluation strategy
- · Prepare Evaluation Strategy aligned with Terms of Reference
- Develop Evaluation Matrix and Logic Model
- Develop evaluation tools
- Seek approval of Evaluation Strategy, Evaluation Matrix and Logic Model by PA

#### **Key Documents**

- Terms of reference
- Evaluation planning phase report (Key component being evaluation issues, program outcome and activities)
- Evaluation Strategy
- Evaluation Matrix
- Logic Model
- Evaluation tools
- QA Checklist
- Use time reporting tool
- Regular status updates

## Implementation

- Detailed review and validation of Evaluation Steps
- Obtain data, documents and information
- Complete analysis (Qualitative and Quantitative)
- Determining and document alignment with MAF
- Bring significant matters to PA throughout
- Identify, Liaise, coordinate and work with Agency staff and stakeholders
- Develop working papers and multiple line of evidence to support conclusions
- Develop evaluation research and data related tools
- Review of existing performance management measures
- PMEC and Project Authority review and approve tools
- Develop Evaluation Matrix and Logic Model
- Execute Evaluation Strategy
- Document and present preliminary findings
- Prepare fact and finding presentation
- Approval of findings
- Update work papers
- QA elements and processes and FedDev Ontario Policy on Results

## Key documents

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- Finding sheets
- Preliminary findings for presentation/validation
- Regular status reports on progress
- QA Checklists
- Working papers evidence to support finding sheets

## Reporting

- Storyboarding for themes
- Strategic value-added recommendations
- Draft report cross-referenced
- Program Staff and Recipient debriefings
- Solicit feedback (Project Authority and PMEC (Performance Measurement and Evaluation Committee
- Finalize report
- Present to senior management
- Management Action Plan Review

## Key documents

- Draft evaluation report in accordance with the Standard on Evaluation for the Government of
- Canada
- Final evaluation report in accordance with the Standard on Evaluation for the Government of Canada
- Certificate of Compliance with QA Elements and Processes
- Indexed working papers
- Presentations to Program Staff, Recipient, senior management and PMEC
- Regular status reports

#### Closure

- Translation of Report (FedDev Ontario)
- Document to ATIP, TBS communication for publishing (FedDev Ontario)
- All deliverables in deliverable database
- Complete working papers database

# Follow-up

- Identify progress made in response to recommendations
- Establish a follow-up process that monitors management action plans
- Quarterly monitoring against management action plans
- Prepare a quarterly summary on all outstanding management action plans
- Provide advice to consider the area for a future re-evaluation.

#### Key documents

Quarterly summary

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## **ANNEX "B"**

#### **BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract and each Task Authorization, if applicable.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

#### **OVERTIME WORK**

All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

# A- Contract Period (From Contract award to March 31, 2019)

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

#### 1.0 Professional Fees

The Contractor will be paid all-inclusive per diem rates as follows:

	Period 1-Contract Award to Ma	ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)		TOTAL (in Cdn \$)	
		Resource Name	Α		
1					
1a	Partner/Managing Director				
1b	Project Manager/Leader				
1c	Senior Evaluation Specialist				
1d	Evaluation Specialist				
1e	Subject Matter Expert				
			Total Contra	act Period 1 :	\$

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#### 2.0 Cost Reimbursable Expenses

For the requirements relative to travel described in the Statement of Work in Annex A.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the <u>Treasury Board Travel Directive</u>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical/Project Authority and does not cover daily commute.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

- a. 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: Department of Justice;
- Any travel of between the Contractor's place of business and its employees or contractor residence. Travel cost for meetings in the NCR and the Kitchener / Waterloo region will only be covered if it is explicitly stated in the respective Task Authorization; and
- c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all-inclusive per diem rates specified in subsection A-1.0 above.

# 2.1 Canada's Total Liability - Authorized Travel and Living Expenses

- I. Canada's total liability to the Contractor under the Contract for authorized travel and living expenses must not exceed \$ 25,000. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- II. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability for travel and living expenses being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75 percent committed, or
  - b) four (4) months before the Contract expiry date, or
  - As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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**Total Estimated Cost to a Limitation of Expenditure for Travel & Living:** \$ \_\_\_\_ (insert amount at contract award)

#### 2.2 Other Direct Expenses

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

3.0 Total Estimated Cost- Contract Period: \$\_\_\_\_\_ (insert amount at contract award)

(Insert, as applicable: 'With the exception of the all-inclusive per diem rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the (insert, as applicable) "Project" or "Technical" Authority), and provided that the total estimated cost of the Contract does not exceed the "Limitation of Expenditure" specified in clause of the Contract.'

**Remark:** insert the following when the contract contains an option(s) to extend the term of the contract:

#### **"B-Option to Extend the Term of the Contract**

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

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

# For Optional Period 1, see B-1 Option to Extend the Term of the Contract below:

	Optional Period 1 – April 1, 20	ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)		TOTAL (in Cdn \$)	
		Resource Name	Α		
1					
1a	Partner/Managing Director				
1b	Project Manager/Leader				
1c	Senior Evaluation Specialist				
1d	Evaluation Specialist				
1e	Subject Matter Expert				
			Total Contra	act Period 1 :	\$

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# For Optional Period 2, see B-1 Option to Extend the Term of the Contract below:

	Optional Period 2-April 1, 202	ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)		TOTAL (in Cdn \$)	
		Resource Name	Α		
1					
1a	Partner/Managing Director				
1b	Project Manager/Leader				
1c	Senior Evaluation Specialist				
1d	Evaluation Specialist				
1e	Subject Matter Expert				
			Total Contra	act Period 2 :	\$

# For Optional Period 3, see B-1 Option to Extend the Term of the Contract below:

	Optional Period 3 – April 1, 2	<b>021 to March 31</b> , 2022	ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)		TOTAL (in Cdn \$)
	-	Resource Name	Α		
1					
1a	Partner/Managing Director				
1b	Project Manager/Leader				
1c	Senior Evaluation Specialist				
1d	Evaluation Specialist				
1e	Subject Matter Expert				
			Total Contra	act Period 3 :	\$

Amd. No.

File No

001

Buyer ID pietschd CCC No. - FMS No.

ANNEX "C"

#### SECURITY REQUIREMENTS CHECK LIST

- <b>*</b>	Government	Gouvernement	Contract Number / Numéro du contrat	
*	of Canada	du Canada		
			Security Classification / Classification de séc	urité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE inating Government Department or Organization Branch or Directorate / Direction générale ou Direction Ministère ou organisme gouvernemental d'origine **PPPM** FedDev Ontario 3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Brief Description of Work / Brève description du travail To award up to two (2) contracts to two separate and distinct firms to work with the Evaluation Directorate (ED) of the Federal Economic Development Agency for Southern Ontario's (FEDDEV ONTARIO) in preparing and carrying out Evaluation and Performance Measurement activities. Evaluation and Performance Measurement Services: +5. a) Will the supplier require access to Controlled Goods? No ✓ Le fournisseur aura-t-il accès à des marchandises contrôlées? Non Oui 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control No Yes Non Oui Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? Indicate the type of access required / Indiquer le type d'accès requis 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to Yes PROTECTED and/or CLASSIFIED information or assets is permitted. Non Oui Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.

6. c) Is this a commercial courier or delivery requirement with no overnight storage? No Yes Non S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? Oui 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès NATO / OTAN Foreign / Étranger 7. b) Release restrictions / Restrictions relatives à la diffusion No release restrictions All NATO countries No release restrictions Aucune restriction relative Tous les pays de l'OTAN Aucune restriction relative à la diffusion à la diffusion Not releasable À ne pas diffuser Restricted to: / Limité à : Restricted to: / Limité à : Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : 7. c) Level of information / Niveau d'information PROTECTED A NATO UNCLASSIFIED PROTECTED A NATO NON CLASSIFIÉ PROTÉGÉ A PROTÉGÉ A PROTECTED B NATO RESTRICTED PROTECTED B ✓ PROTÉGÉ B NATO DIFFUSION RESTREINTE PROTÉGÉ B NATO CONFIDENTIAL PROTECTED C PROTECTED C PROTÉGÉ C NATO CONFIDENTIEL PROTÉGÉ C CONFIDENTIAL NATO SECRET CONFIDENTIAL CONFIDENTIEL NATO SECRET CONFIDENTIEL SECRET COSMIC TOP SECRET SECRET COSMIC TRÈS SECRET SECRET SECRET TOP SECRET TOP SECRET TRÈS SECRET TRÈS SECRET TOP SECRET (SIGINT) TOP SECRET (SIGINT)

TBS/SCT 350-103(2004/12)

TRÈS SECRET (SIGINT)

Security Classification / Classification de sécurité

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Buyer ID pietschd CCC No. - FMS No.



Contract Number / Numéro du contrat	
Security Classification / Classification de sécurité	

<ol> <li>Will the sup Le fournisse If Yes, indic</li> </ol>			SEC information or assets? EC désignés PROTÉGÉS et/ou Cl	ASSIFIÉS?	No Non Oui				
9. Will the sup	plier require access to extreme	y sensitive INFOSEC information	n or assets? EC de nature extrêmement délicat	e?	✓ No Yes Non Oui				
	s) of material / Titre(s) abrégé(s Number / Numéro du document								
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	TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENT	IAL NATO SECRET	COSMICT	TOP SECRET TRÈS SECRET				
	SITE ACCESS ACCÈS AUX EMPLACEMEN		IEL MATO SECRET	COSMIC	INES SEURET				
	Special comments:								
	Commentaires spéciaux :				_				
10 b) May un		veaux de contrôle de sécurité sor	assification Guide must be provideo nt requis, un guide de classificatio		fourni.				
Du pers	onnel sans autorisation sécurit	ire peut-il se voir confier des par	ties du travail?		▼ Non Oui				
Dans l'a	If Yes, will unscreened personnel be escorted?  Dans l'affirmative, le personnel en question sera-t-il escorté?  No Non Yes Oui								
PARTCESA									
	ON/ASSETS / RENSEIGN	ITIE C - MESURES DE PROTEC EMENTS / BIENS	CTION (FOURNISSEUR)						
11. a) Will the	ON / ASSETS / RENSEIGN supplier be required to receive es?	EMENTS / BIENS and store PROTECTED and/or C	CLASSIFIED information or assets		No Yes				
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Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

ART C - (continue For users comple	ting				e the sum	mary char	t below to in	dicate the cate	gory(ies)	and level	(s) o	f safe	egua	rding require	ed at the su	pplier's
site(s) or premise Les utilisateurs qua niveaux de sauve	ui re						ivent utiliser	le tableau réc	apitulatif	ci-dessous	s pou	ır ind	ique	r, pour chaq	ue catégori	e, les
For users comple Dans le cas des u dans le tableau ré	utilis	ateu	rs qu		le formula	ire en lig	ne (par Inter		ses aux	questions						aisies
Category Categorie		OTÉC			ASSIFIED ASSIFIÉ			NATO						COMSE	С	
	٨	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	TOP		OTECTI ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	٨	В	С	CONFIDENTIEL		TRES SECRET
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Production																
IT Media / Support TI																
IT Link / Lien électronique																
12. a) Is the descrip La description If Yes, classif Dans l'affirma	du t y th stive	rava is fo	il vis rm b ssif	é par la prése ny annotating ier le présent	nte LVER the top a formulai	S est-elle and botto re en ind	de nature P m in the are iquant le niv	ROTÉGÉE et/ a entitled "Se	ou CLAS curity C	lassificati					✓ No Non	Yes
« Classificatio								01 400151500								
12. b) Will the docu La documental															✓ Non	Yes Oui
If Yes, classif				y annotating		and botto	m in the are	a entitled "Se	curity C	lassificati	on"	and	indi	cate with		

attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Government of Canada Gouvernement du Canada Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PART	TE D - AUTORISATIO	N	Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner	ACCUPATION OF					
13. Organization Project Authority / C				WHEN SHEET					
Name (print) - Nom (en lettres moulé	Title - Titre		Signature						
Colleen Hamilton		Senjor Mana	nger .	Calle	w Hamella				
Telephone No N° de téléphone 519-883-2594	Facsimile No N° de 1-866-694-8389	télécopieur	E-mail address - Ariresse crui colleen.hamilton@canaria.ca	rriel	Date 2018				
<ol> <li>Organization Security Authority /</li> </ol>	Responsable de la séc	urité de l'organ	isme		7				
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	Ph				
Laurie Breau		Deputy Dep	artmental Security Officer	0	seo.				
Telephone No N° de téléphone 226-220-5141	Facsimile Ne Nº de	télécopieur	E-mail address - Adresse ceur laurie.breau@canada.ca	rriel	Date 15 Nov 2017				
	15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  ✓ No Ves Oui								
16. Procurement Officer / Agent d'app	provisionnement				1				
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature					
Dianna Pietsch	· ·	Acting	CAS Manager	Dra	nna Puter				
Telephone No N° de téléphone 519 - Soo - S937	Facsimile No N° de	-	E-mail address - Adresse con	_	Jan . 31 (18"				
<ol> <li>Contracting Security Authority / A</li> </ol>	17. Contracting Security Authority / Autorité contractante en matière de sécurité Corrada, Ca								
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature					
Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse con	urriel	Date				

TBS/SCT	350-103	2004/12)
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Security Classification / Classification de sécurité

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## **ANNEX D**

#### **EVALUATION AND FINANCIAL CRITERIA**

## 1.1.1 Mandatory Technical Criteria

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

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

# Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder, its affiliates, employee and sub-contractors will be considered.

The Bidder						
	The Bidder's Proposed Reso		, .			
Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to		
B. 4 T. 4				Proposal		
MT1	The Bidder must propose a team comprised at					
	minimum of the following;					
	one (1) Partner/Managing Director					
	one (1) Project Manager Leader					
	one (1) Senior Evaluation Specialist					
	one (1) Evaluation Specialist					
	Note:					
	If the number of <b>qualified</b> individuals falls					
	below the minimum required as per this					
	mandatory technical Criterion MT1, the					
	bidder's proposal will be declared non-					
	responsive and rejected;					
	If more than one (1) resource is proposed					
	against a resource category only the first					
	resource in order of presentation will be					
	evaluated.					
	Canada reserves the right to verify the					
	information presented by the Bidder;					
	Resource cannot be proposed for					
	more than one resource category.					
MT2	Each of the proposed resource categories as					
	described in Annex A, Statement of Work must					
	have a valid security clearance at minimum of					
	Secret (or Enhanced level for Evaluation					
	Specialist/Subject Matter Expert.),					

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MT3 The Bidders must hold a Security Clearance of Document Safeguarding at the level of Secret (or Enhanced level for Evaluation Specialist/Subject MT4 The Bidder must certify that they have in place and will use a quality assurance process that will ensure that: Program Evaluation will respect the Quality elements of **Neutrality and Objectivity** Timeliness o Appropriateness of Focus Ensure Credibility of results Working papers will be professionally cross-indexed • Evaluations will be conducted in accordance with TBS Policy on Results TBS, Evaluation Guidebook for Small Agencies o Standard on Evaluation for the Government of Canada Treasury Board Secretariat's Directive on the Evaluation Function **TBS Policy on Results** TBS, Evaluation Guidebook for Small Agencies Standard on Evaluation for the **Government of Canada** Treasury Board Secretariat's Directive on the **Evaluation Function** Note: This requires a signature

 $\label{eq:solicitation No.} Solicitation No. \\ FedDev-20171030/001 \\ Client Ref. No. \\ PW-18-00815183$ 

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MT5	The Bidder must submit detailed CVs for each of the proposed resources demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience) for the following applicable resource category:  • one (1) Partner/Managing Director  • one (1) Project Manager Leader  • one (1) Senior Evaluation Specialist  • one (1) Evaluation Specialist  as described in Annex A. Statement of Work.  Section 5.  Bidders are not required to submit CV or resources for the following resource categories at the time of bid closing:  • one (1) Subject Matter Expert  Bidders simply need to provide pricing for the above four (4) categories as a basis of payment. The Project authority will evaluate the respective resources (as per mandatory requirements as described in Annex A, Statement of Work.  Section 5., as required when a TA is issued		
MT6	against a specific project.  Partner/Managing Director		
	Education: A degree from a recognized university		
	Professional Qualifications:		
	Experience: Must have a minimum of eight (8) cumulative years of evaluation or audit experience within the past ten (10) years and with at least two (2) years of cumulative experience with the Federal Government.		

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	Project Manager Leader		
MT7	Education: A degree from a recognized university		
	Experience: Must have a minimum of six (6) cumulative years of experience of evaluation experience within the last ten (10) years including at least one (1) cumulative year as a Project Manager and with at least two (2) years of cumulative experience with the Federal Government.		
MT8	Senior Evaluation Specialist		
	Education: A degree from a recognized university.		
	Experience: Must have a minimum of five (5) cumulative years of experience of evaluation experience within the last ten (10) years and with at least two (2) years of cumulative experience with the Federal Government.		
MT9	Evaluation Specialist		
	Education: A degree from a recognized university.		
	Experience: Must have a minimum of two (2) cumulative years of experience of evaluation experience within the last ten (10) years and with at least one (1) year of cumulative evaluation experience working with or for the Federal Government.		

## 1.1.2 Point Rated Technical Criteria

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

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

The following rating scheme (Table 1) will be used to evaluate the Point Rated Technical Criteria RT1 a), b), c)

	TABLE 1
0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.
1	Information provided demonstrates a minimal understanding that is relevant to the stated criteria. Bidder receives 10% of the available points for this element.

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3	Information provided demonstrates some understand stated criteria but does not demonstrate a full rang elements of the rated criteria. Bidder receives 30% this element.	e of understan	ding for all	
5	Information provided demonstrates understanding for relements of the rated criteria. Bidder receives 50% of element.			
7	Information provided demonstrates understanding that elements of the rated criteria. Bidder receives 70% of element.	the available po	oints for this	
8	Information provided clearly demonstrates a full under the rated criteria. Bidder receives 80% of the available	ble points for this element.		
10 Rated criteria is dealt with in depth, information provided demonstrates a full of in- depth understanding of all of the elements of the rate criteria. Bidder reconstruction 100% of the available points for this element.			_	
Minimum Nu			Maximum Number of Points	
The Bi used a approarequire Progra within Project topics A) for a provide reporti magnit	dder's proposal should demonstrate that they have a program evaluation project work plan as well as and ach and methodology that is in line with the ement outlined in the Statement of Work in three (3) am Evaluation engagements projects completed the past five (5) years from date of bid closing.  Its should be related to one or more of the evaluation in the Evaluation Plan (refer to Appendix 1 of Annex a federal government client in which the Bidder ed services in planning, implementation, and ang results for an engagement similar in scope and tude to the requirement outlined in the Statement of attached as Annex "A".		/30	

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	If more than three (3) projects are included in the proposal, only the first three (3) in order of presentation will be evaluated.  Canada reserves the right to verify the information presented by the Bidder.  The following details should be provided for each of three	
	(3) projects submitted:	
	<ol> <li>Start and end dates of the project and Project Schedule;</li> <li>Dollar value of the project;</li> <li>Client name and current contact for whom the work was performed;</li> <li>Target audience;</li> <li>Detailed description of projects broken down by phases (Planning, Examination and Reporting);</li> <li>Tasks assigned to each member and level of effort;</li> <li>Role and responsibilities of the personnel who participated in the project;</li> <li>indicate if the Bidder was lead responsible for the outcome;</li> <li>Quality assurance activities are done to ensure a quality evaluation was completed.</li> <li>Points for each project will be allocated as follows (up to 30 points per project):</li> <li>Note: Definitions for Program Evaluation can be found in the TBS Policy on Results, Standard on Evaluation for the Government of Canada and Treasury Board Secretariat's Directive on the Evaluation Function.</li> </ol>	
а	Corporate reference demonstrates the Bidder's experience using a project plan approach that is in line with Appendix 2 to Annex A – Checklist for An Evaluation Approach and Methodology.	/10
	Up to a maximum of 10 points.	

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b	Corporate reference demonstrates the Bidder's experience using an evaluation project plan approach that is in line with Appendix 3 to Annex A – Checklist for Program Evaluation Project Plan.  Up to a maximum of 10 points.	/10
С	Alignment of proposed resources in the RFP  Alignment refers to proposed resources in the Bidder's proposal who also were involved in delivering the projects that are being presented in the referenced project(s).  One (1) of the proposed resources: 5 points Two (2) or more of the proposed resources: 10 points  Up to a maximum of 10 points.	/10
RT1	Project 1 (Total)	/30
а	Corporate reference demonstrates the Bidder's experience using their proposed project plan approach (RT1) and it is in line with <b>Appendix 2 to Annex A</b> – Checklist for An Evaluation Approach and Methodology.  Up to a maximum of 10 points.	/10
b	Corporate reference demonstrates the Bidder's experience using their propose project plan approach (RT1) and is in line with Appendix 3 to Annex A – Checklist for Program Evaluation Project Plan.  Up to a maximum of 10 points.	/10
С	Alignment of proposed resources in the RFP  Alignment refers to proposed resources in the Bidder's proposal who also were involved in delivering the projects that are being presented in the referenced project(s).  One (1) of the proposed resources: 5 points Two (2) or more of the proposed resources: 10 points  Up to a maximum of 10 points.	/10

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RT2	Project 2 (Total)		/30
а	Corporate reference demonstrates the Bidder's experience using their proposed project plan approach (RT1) and it is in line with <b>Appendix 2 to Annex A</b> – Checklist for An Evaluation Approach and Methodology.  Up to a maximum of 10 points.		/10
b	Corporate reference demonstrates the Bidder's experience using their propose project plan approach (RT1) and is in line with <b>Appendix 3 to Annex A</b> – Checklist for Program Evaluation Project Plan.  Up to a maximum of 10 points.		/10
С	Alignment of proposed resources in the RFP  Alignment refers to proposed resources in the Bidder's proposal who also were involved in delivering the projects that are being presented in the referenced project(s).  One (1) of the proposed resources: 5 points Two (2) or more of the proposed resources 10 points  Up to a maximum of 10 points.		/10
RT3	Project 3 (Total)		/30
RT4	Partner/Managing Director - Project Manager has experience with Economic Development Programs and I Projects as it relates to the Statement of Work  5 points per projects up to maximum of 30 points.		/30
	TOTAL  Total of all the Point Rated technical criteria  Minimum required overall score is 70% (84 points).	120 x70% = 84	/120

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# 1.1.3 Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

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

Number	Mandatory Financial Criterion	Bid Preparation Instructions
MF1	Bidders will be required to provide price support information if Canada determines that the quoted firm all-inclusive per diem rates and information provided by the Bidder does not demonstrate the Bidders ability to recover its own costs.  Should pricing support information not demonstrate the Bidder's ability to recover its own costs, Canada will declare the bid non-	
MF2	For the option periods, the quoted firm all-inclusive per diem rates for any given category cannot be less than 20% of the quoted firm all-inclusive per diem rates for any given category for the contract period.	
MF3	The financial proposal MUST be submitted as a separate document to the technical proposal (NO FINANCIAL INFORMATION FROM THE FINANCIAL PROPOSAL MAY APPEAR IN THE TECHNICAL PROPOSAL).	

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#### **ANNEX E**

## CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

# 1. Federal Contractors Program For Employment Equity - Certification

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website. Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date. Instructions to the Bidder: Complete both A and B. A. Instructions to the Bidder: Check only one of the following: ( ) A1. The Bidder certifies having no work force in Canada. ( ) A2. The Bidder certifies being a public sector employer. The Bidder certifies being a federally regulated employer being subject to the Employment ( ) A3. Equity Act. ( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]). ( ) A5. The Bidder has a combined workforce in Canada of 100 or more employees; and ( ) A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. or ( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour. B. Instructions to the Bidder: Check only one of the following: The Bidder is not a Joint Venture. ( ) B1. or The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section ( ) B2. of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the

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Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

#### 2.0 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

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.

#### **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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

#### 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:

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c. name of former public servant;

d. 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 <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

#### 3.0 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.

## 4.0 . Education and Experience

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. 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.

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When applicable:

When applicable, each individual proposed with a university or college degree, must possess, at a minimum, a certificate from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service\*, if obtained outside Canada.

\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: The Canadian Information Centre International Credentials (CICIC)

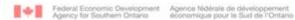
Name		
Signature	 Date	

Amd. No.

File No 001

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#### ANNEX "F"



# TASK AUTHORIZATION FORM -FORMULAIRE D'AUTORISATION DE TÂCHE APPENDIX F - APPENDICE F Contract Number - Numéro du contrat Task Authorization (TA) No. - Nº de l'autorisation de tâche (AT) Contractor's Name and Address - Nom et adresse de l'entrepreneur Original Authorization - Autorisation originale Total Estimated Cost of Task (GST/HST extra) before any revisions: Cout estimatif total de la tâche (TPS/TVH en sus) ayant toutes révisions : TA Revisions Previously Authorized (as applicable) - Révisions de l'AT autorisées précédemment (s'il ya lieu) Authorized Increase or Decrease (GST/HST extra): TA Revision No. - N° de Révision de l'AT : Augmentation ou réduction autorisée (TPS/TVH en sus) : Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sua): TA Revision No. - N° de Révision de l'AT : Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus): TA Revision No. - N° de Révision de l'AT : New TA Revision (as applicable) - Nouvelle révision de l'AT (s'il y a lieu) Authorized Increase or Decrease (GST/HST extra): TA Revision No. - N° de Révision de l'AT : Augmentation ou réduction autorisée (TPS/TVH en sus): Total Estimated Cost of Task (GST/HSTextra) after this revision: Coût estimatif total de la tâche (TPS/TVH en sus) après cette révision : Contract Security Requirements (as applicable) - Exigences du contratrelatives à la sécurité (s'il y a lieu)

This task includes security requirements. - Cette tâche comprend des exigences relatives à la sécurité:

Yes. Refer to the Security Requirements Checklist (SRCL) Appendix E of the Contract. Voir l'appendice du contrat comprenant la Liste de vérification des exigences relatives à la sécurité (LVERS).

Remarks (as applicable) - Remarques (s'il y a lieu):

## Required Work - Travaux requis

SECTION A - Task Description of the Work Required - Description de tâche des travaux requis

#### SECTION B - Applicable Basis of Payment - Base depaiement applicable

Limitation of Expenditure of § for the professional fees identified in Section C below for the Work requested in Section A above.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in this authorized Task Authorization (TA), as determined in accordance with the Basis of Payment detailed below, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure

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specified in the authorized TA. Customs duties are included and Harmonized Sales Tax is extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

## SECTION C - Cost Breakdown of Task-Ventilation du coût de la tâche

#### 1.0 Professional Fees

Total Estimated Cost of Professional Fees: \$0.00 + HST.

The following table summarizes the number of person days and fees budgeted by major activity.

2.0 Total Estimated Cost of Authorized travel and living expenses for Work performed outside the Waterloo Area: \$0.00 (taxincl.).

Any costs associated with travel associated with the completion of the deliverables for this contract would be covered through our per diem fees.

## SECTION D - Applicable Method of Payment - Méthode de paiement applicable

☑ 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 delivered has been accepted by Canada.

#### Authorization - Authorization

By signing this TA, the Project Authority or the Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.

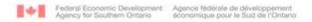
En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

Name of Project Authority - Nom du charge de projet	
Signature	Date
Name of Contracting Authority-	

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Nom de l'autorité contractante		
Signature	Date	
Contractor's Signature - Sig	nature de l'entrepreneur	
Name and title of individual author Nom et titre de la personne autoris	zed to sign for the Contractor se à signer au nom de l'entrepreneur	
Signature	Date	