



## **REQUEST FOR PROPOSAL (RFP)**

You are invited to submit a proposal to the individual specified below for the services detailed herein.

- 1. Title: Policy Writer and Facilitator for Indigenous Engagement on New Policies**
- 2. RFP Reference Number (#): CEAA-402060-2018-12-06**
- 3. RFP Authority**

For the purposes of this RFP, the RFP Authority is:

Michelle Allen  
Senior Contracting and Procurement Officer  
Canadian Environmental Assessment Agency  
160 Elgin, 22<sup>nd</sup> Floor  
Ottawa, ON K1A 2P7  
Telephone: 613-716-9283  
Email: [michelle.allen@canada.ca](mailto:michelle.allen@canada.ca)

- 4. RFP Closing Date and Time**

**To be considered, proposals must be received by the following Closing Date and time:**

**December 20, 2018, 10:00 a.m. Eastern Standard Time**

Proposals received after the Closing Date and Time will be returned to the bidder(s) unopened.

- 5. Additional Details**

- This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to Annex 9.4 of the Supply Manual.
- This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.
- Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.
- All enquiries regarding this proposal solicitation must be submitted in writing to the RFP Authority, no less than 5 days prior to the Proposal



Closing date to allow sufficient time for the Canadian Environmental Assessment Agency to provide responses. Enquiries received after that date may not be responded to prior to the Proposal Closing date.

- All answers that provide more information on the requirement will be posted on GETS.

**The following suppliers have been invited to bid on this requirement:**

- AES Inc.
- Aniko+Samson
- Auguste Solutions & Associates Inc.
- Beesim Contracting Ltd.
- Blue Dawn Consulting Inc.
- Bobbie Boland
- Buffalo Jump Consulting
- BugEye Technologies Inc.
- Cherlyn Billy Consulting
- Christine Boehringer
- Cindy Crowe Consulting
- Clear Direction - First Nation Governance Strategies
- Coyes & Associates
- Creative Consulting
- Crowshoe Consulting Inc.
- Eagle Shadow Technologies Inc.
- Four Directions Management Services
- Four Winds & Associates
- Gallant Environmental LTD.
- Graham & Graham Consulting
- Han Martin Associates
- JA Hooper & Associates
- Jessica Gordon Consulting
- Joanne Barnaby Consulting
- Johnston Research Inc.
- Katenies Research and Management Services
- Kavik-Stantec Inc.
- Kaweshekami Environnement inc.
- Keyeh Nejehe Golder Corporation
- Kitkatla Development Corp
- Mar-Leigh Environmental Consultants (M.E.C.) Corp.
- Moggy Environmental
- Nation FPG
- Neegan Burnside Ltd.
- NELPCo Limited Partnership (NELPCo) (the Limited Partner)



- Nunami Stantec Limited
- Patricia Baxter
- PLW Planning & Environmental Consulting
- Sage Solutions
- Setaside Solutions
- Setaside Solutions Aboriginal Joint-Venture
- Sikumiut Environmental Management Ltd.
- Steven Vanloffeld Consulting and Facilitation
- Sweetgrass Communications & Event Planning
- Tarbell Facilitation Network
- ThinkThorne Consulting
- TJC Consulting Ltd.
- Turtle Island Staffing
- BMG Business Management Group
- DBC Management Resources
- Duggan International Group
- Marisha Roman
- McLeod Wood Associates Inc.
- RICHARD C POWLESS
- SevGen Consulting
- Tarbell Facilitation Network
- Wes Stevenson & Associates



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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, Evaluation Criteria and Basis of Selection and Pricing Schedule.

### 1.2 Security Requirements

There are no security requirements related to this contract.

### 1.3 Summary

This bid solicitation is being issued for the requirement of Professional Services Facilitator and Policy Development Consultant for Indigenous Engagement on New Policies for the *Canadian Environmental Assessment Agency* for the period of contract award to March 23, 2019. The work to be performed is detailed under Appendix "A" Statement of Work.

### 1.4 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business

SACC Manual Clause [A3002T](#) (2017-07-01)

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

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.



Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

## 1.5    Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 day  
Insert: 120 days

#### 2.1.1    SACC Manual Clauses

##### **Set-aside for Aboriginal Business A3000T (2014-11-27)**

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, *Supply Manual*.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and



- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
OR
  - ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
  - i.  The Aboriginal business has fewer than six full-time employees.  
OR
  - ii.  The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## 2.2 Submission of Bids

Bids must be submitted only to the Contracting Authority 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 will not be accepted.

## 2.3 Former Public Servant A3025 (2014-06-26) Competitive Bid

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:

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

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

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

#### **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 [Contracting Policy Notice: 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:

- 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.

## **2.4 Enquiries - Bid Solicitation**

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

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

## **2.5 Applicable Laws**

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

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.



## **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 (1 hard copy and 1 soft copy on USB drive),

Section II: Financial Bid (1 hard copy and 1 soft copy on USB drive),

Section III: Certifications (1 hard copy and 1 soft copy on USB drive)

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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 hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 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 [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 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, duotangs 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**

Bidders must submit their financial bid in accordance with the Annex B – Basis of Payment. The total amount of Applicable Taxes must be shown separately.

## **Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Annex C – Evaluation Procedures and Basis of Selection

##### **4.1.1.2 Point Rated Technical Criteria**

See Annex C – Evaluation Procedures and Basis of Selection

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

See Annex C – Evaluation Procedures and Basis of Selection

*SACC Manual* Clause A0220T (2014-06-26), Evaluation of Price

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**

See Annex C – Evaluation Procedures and Basis of Selection



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

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

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

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Set-aside for Aboriginal Business

SACC Manual clause 3000T (2014-11-27)

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - i. ( ) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**



- ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
- i.  The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii.  The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**5.1.2.2 Owner/Employee Certification – Set-aside for Aboriginal Business**

SACC Manual clause A3001T (2014-11-27)

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

- 1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
- 2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date



## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

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

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

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.



### 5.2.3.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) 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.

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

There are no security requirements related to this requirement.

## 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 – Contract

SACC Manual Clause B4007C (2014-06-26)

The Contractor must perform the Work in accordance with the Statement of Work at Annex "\_\_\_\_" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035, (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.3 Security Requirements

**7.3.1** There is no security requirement applicable to the Contract.



## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive

## 7.5 Authorities

### 7.5.1 Contracting Authority – TBD at contract award

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Public Works and Government Services Canada  
Acquisitions Branch

Directorate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

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 – TBD at Contract Award

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative

*Fill in or delete as applicable*





## 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 *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment

The Contractor will be paid firm per diem rates as follows, for work performed in accordance with the Contract. Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.

**Estimated cost: \$** \_\_\_\_\_

#### Travel and Living Expenses

For the requirements to travel described in section 9 of the Statement of Work in Annex "A", the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the \_\_\_\_\_ (*insert "Technical" or "Project" or "Contracting"*) Authority. All payments are subject to government audit.

**Estimated cost: \$** \_\_\_\_\_

#### Travel Status Time

Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}}{7.5 \text{ hours}}$$

#### Applicable Taxes:

Estimated Cost: \$ \_\_\_\_\_

### 7.7.2 Limitation of Expenditure SACC Manual Clause **C6001C** (2017-08-17)

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.



2. 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.
  
3. 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 Method of Payment**

SACC Manual Clause H3010C (2016-01-28) – Milestone Payments – Not subject to 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. all work associated with the milestone and as applicable any deliverable required has been completed and accepted / approved by Canada.

#### **7.7.5 Electronic Payment of Invoices – Contract**

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

- a. Direct Deposit (Domestic and International);

#### **7.8 Invoicing Instructions**

H3010C (2016-01-28) – Milestone Payments – Not subject to 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. all work associated with the milestone and as applicable any deliverable required has been completed and accepted / approved by Canada.

#### **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.

### 7.9.3 SACC Manual Clauses

SACC Manual Clause A3000C (2014-11-27) Aboriginal Business Certification  
SACC Manual Clause A3000T (2014-11-27) Set-aside for Aboriginal Business  
SACC Manual Clause A3002T (2017-07-01) Set-aside under the Procurement Strategy for Aboriginal Business

### 7.10 Applicable Laws

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 Articles of Agreement;
- (b) the general conditions \_\_\_\_\_ (*insert number, date and title*);
- (c) Annex X, Statement of Work;
- (d) Annex X, Basis of Payment;
- (e) 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 Insurance – no specific requirements

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

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



## ANNEX "A"

### STATEMENT OF WORK

#### 1. TITLE: Policy Writer and Facilitator for Indigenous Engagement on New Policies

#### 2. OBJECTIVE

The Agency requires the services of a Policy Writer and Facilitator in order to:

- a. facilitate workshops with Indigenous groups across Canada on the collaborative development of policies to support the implementation of the proposed Impact Assessment Act (IAA) in bill C69. To develop policy issue papers and products for workshops and focus groups with Indigenous groups.
- b. draft discussion papers based on feedback received from Indigenous peoples, for the Canadian Environmental Assessment Agency (the Agency) to use in future engagement and policy development.

#### 3. BACKGROUND

The Agency is the lead agency responsible for implementing the provisions of Bill C-69, which, if adopted, will require that proponents of major projects complete a holistic impact assessment (IA) in accordance with the proposed Impact Assessment Act (IAA). Factors that must be considered include any impacts the project may have on Indigenous peoples and their rights. The IA must also take into account Indigenous knowledge, considerations related to the culture of Indigenous peoples, and the intersection of all factors with sex/gender. The Agency will develop policies, guidance and tools to support proponents in the application of the new provisions in the IAA.

The Agency is undertaking a collaborative approach to the development of policies with Indigenous Peoples on five policy themes: Capacity Support Funding Programs; Participation in Impact Assessment; Indigenous Cooperation and Collaborative Approaches; Assessment of Impacts on Indigenous Peoples and Their Rights; and, Indigenous knowledge. The Agency is inviting Indigenous organizations to host technical workshops and focus groups to discuss with Indigenous groups on these themes. Discussion papers resulting from these workshops will inform the development of draft policy and guidance for the the IAA.

Also, the Agency is establishing an Indigenous Advisory Committee who will be advising and participating in this policy dialogue; in addition to feedback from workshops and focus groups, the contractor will be interacting with this committee and incorporating their feedback into the products developed.

Regarding Indigenous knowledge, the Interdepartmental Task Team on the Environmental and Regulatory Reviews will be conducting engagement on Indigenous knowledge towards the development of a policy framework for summer 2019; that work is separate from this contract. The contractor will need to take the documents developed by the task team and use them to inform our engagement and the drafting of documents specific to consideration of Indigenous knowledge in the IAA.



#### 4. SCOPE OF WORK

The Agency will provide a **review of the engagement and consultation** to date which the contractor will use to develop summary materials and products for engagement, which will then help inform the workshop planning development of products,.

**Meeting Notes:** The contractor will maintain accurate meeting notes and records of workshops. These notes will focus particularly with who said what and all action items that may arise.

Prior to the workshops, it will be the responsibility of the contractor to develop engagement materials with **visual tools and plain language summaries**. The workshop material will be made available in a variety of formats so that Indigenous groups can review them easily no matter their broadband access. These materials will be approved by the Agency.

**Discussion papers:** The contractor will produce policy papers that will synthesize the key guidance and approaches discussed at the workshops about each of the five themes.

#### 5. TASKS

- The contractor must perform the following tasks in accordance with the deliverables schedule outlined in section 6. Note that all tasks, deliverables and due dates are subject to change depending upon the needs of the Agency on an as and when required basis. If the Agency finds, based on feedback from Indigenous groups, the Indigenous Advisory Committee or others, that the tasks, deliverables and due dates need to be altered, the Agency will advise the contractor at least two weeks prior to the due date in question. The total anticipated level of effort will not be altered, but this flexibility may be necessary in order to be responsive to Indigenous groups over the course of the contract.
- Familiarize themselves with the Agency's engagement with Indigenous groups across Canada
- Planning workshop structures and content with the Agency
- Create visual and plain language summary engagement materials and products in advance of the workshops, to be approved by the Agency
- Facilitate workshops with Indigenous groups across Canada on the five primary themes;
  - Capacity
  - Indigenous cooperation and collaboration approaches
  - Indigenous Knowledge
  - Assessment of Impacts on Indigenous peoples and their rights
  - Participation in Impact Assessment
- Record and synthesize feedback from Indigenous groups to create papers summarizing key findings for the Indigenous Affairs Division of Policy Development. These discussion papers will be high quality policy reports which the Agency will then use in the development of full policies on the five primary themes.
- Communicate regularly and clearly with Indigenous Affairs Division in a way which ensures transparency and that objectives are met.
- Maintaining detailed accounts of meetings and liaisons with Indigenous groups and representatives
- Work with the Agency and Indigenous groups in 2019-20 to facilitate collaboration for the development of policies

#### 6. ESTIMATED LEVEL OF EFFORT



Contract Period	Estimated Level of Effort
Contract award date to March 31, 2019	35 days
April 1, 2019 to March 23, 2020	85 days

## 7. BUDGET

Maximum Total Travel Budget – all travel, expenses, travel time including all applicable taxes.	\$60,000
Maximum Total Overall Contract Budget - including all applicable taxes and travel portion	\$200,000

## 8. DELIVERABLES

	Deliverable	Content	Format	Anticipated Level of Effort	Due Date
Work in fiscal year 2018-19					
1	Meetings	The contractor will meet with the Indigenous Affairs Division throughout this contract to discuss approaches, responsibilities for hosting the workshops, plan engagement, discuss draft documents and to check in on the progress of the work	Teleconference or in person meetings	1 - 2 hours each; total of 3 days	Initial meeting within 1 week of contract award
2	Material development	Through reviewing previous documents, the contractor will develop visual tools and plain language summaries to present to Indigenous groups.	Variety of formats such as: Word documents, PDFs, power	6 days	Drafts 3 weeks after contract award; further materials to



	<b>Deliverable</b>	<b>Content</b>	<b>Format</b>	<b>Anticipated Level of Effort</b>	<b>Due Date</b>
		Drafts will be provided to the Agency two weeks before the final products are due, and the Agency will provide feedback within five business days.	point presentations, posters, pamphlets, USB drives, etc.		be developed later for workshops that are scheduled later, up to winter 2020.
3	Facilitating focus groups	Working with Indigenous Affairs Division to organize focus groups related to topics such as impacts to Indigenous rights and participation of Indigenous peoples in impact assessment. Facilitating the dialogue to keep it productive and the meeting on track with the agenda, listening and taking notes. The notes are to be provided to the Agency one week after each workshop. The Agency will request revisions to the notes if necessary.	Approximately 6 focus groups, in various locations in Canada	6 days	Focus groups to start approx. 1 month after contract award
4	Facilitating first round of workshops	Working with Indigenous Affairs Division to organize workshops, facilitating the days to keep the dialogue productive and the day on track with the agenda, listening, taking meeting notes of workshops across Canada about the policy themes. The notes are to be provided to the Agency one week after each workshop. The Agency will request revisions to the notes if necessary.	Approx. 10 workshops, on average 1 day long each; small presentations, notes in Word format	20 days	Workshops start approx. 6-8 weeks after contract award. First set of workshops done by March 29, 2019;
Total days in 2018-19				35	
Work in fiscal year 2019-20					
5	Meetings	The contractor will meet with the Indigenous Affairs Division throughout this contract to discuss approaches, responsibilities for hosting the workshops, plan engagement, discuss	Teleconference or in person meetings	1 - 2 hours each; total of 3 days	Meetings estimated every 2 weeks



	<b>Deliverable</b>	<b>Content</b>	<b>Format</b>	<b>Anticipated Level of Effort</b>	<b>Due Date</b>
		draft documents and to check in on the progress of the work			
6	Drafting first set of discussion papers	Based upon the discussions from workshops the contractor will develop one paper for each of the themes discussed at the workshops held by March 31, 2019. These discussion papers will provide views, analysis and policy options for high quality policy development on the five themes. Drafts will be provided to the Agency three weeks before the final products are due, and the Agency will provide feedback within seven business days.	Word documents	15 days	Papers on priority topics done by May 30, 2019
7	Further engagement products	The contractor will create engagement products to present to Indigenous groups. These will either be new visual products and summaries for the themes not discussed at the first round of workshops, or products building upon the themes already discussed to lead towards full policy development. Drafts will be provided to the Agency two weeks before the final products are due, and the Agency will provide feedback within ten business days.	Variety of formats such as: Word documents, PDFs, power point presentations, posters, pamphlets, USB drives, etc.	7 days	Engagement products to be done 6 weeks before the meeting at which they will be used
8	Focus groups or other engagement	Working with Indigenous Affairs Division to organize focus groups or other meetings to collaborate on policy development with Indigenous peoples. Facilitating the dialogue to keep it productive and the meeting on track with the agenda, listening and taking notes. The notes are to be provided to the Agency one week after each meeting. The Agency will request revisions to the notes if necessary.	Approximately 10 focus groups or meetings, in various locations in Canada	10 days	Second tier of focus groups or other engagement continuing through fall 2020





	<b>Deliverable</b>	<b>Content</b>	<b>Format</b>	<b>Anticipated Level of Effort</b>	<b>Due Date</b>
9	Workshops	Working with Indigenous Affairs Division to organize approximately 15 workshops, facilitating the days to keep the dialogue productive and the day on track with the agenda, listening, taking meeting notes of workshops across Canada about the policy themes. These workshops will be on themes not discussed in 2018-19, or will go more in depth on themes already discussed in order to lead to full policy development. The notes are to be provided to the Agency one week after each workshop. The Agency will request revisions to the notes if necessary.	Approx. 15 workshops, on average 1 day long each; small presentations, notes in Word format	30 days	Second tier of workshops or other engagement continuing through winter 2020
10	Policy papers	The contractor will develop policy papers based on focus groups, meetings and workshops held in 2019-20. These discussion papers will provide views, analysis and policy options for high quality policy development. Drafts will be provided to the Agency one month before the final products are due, and the Agency will provide feedback within ten business days.	Word documents	20 days	Papers or other materials to be done by March 23, 2020
Total days in 2019-20				85	



## 9. LOCATION OF WORK AND TRAVEL

Work such as the workshop preparation and creation of documents must be carried out at the contractor's place of work. Facilitation of workshops will be hosted by Indigenous organizations in pre-approved locations across Canada. Precise locations to be determined with the Agency and Indigenous organizations, but approximately 25 workshops are expected of one day in length on average, through Canada in all of the following regions: Pacific, Prairies, Ontario, Quebec, and Atlantic. Within their bid, the contractor is expected to provide an estimate of travel expenses. In order to facilitate the estimate of travel expenses, the following are possible workshops locations: Vancouver and Prince George, British Columbia; Edmonton and Fort McMurray, Alberta; Saskatoon, Saskatchewan; Winnipeg, Manitoba; Thunder Bay, Toronto and Ottawa, Ontario; Montreal, Quebec; and, Halifax, Nova Scotia. As noted, precise locations are to be determined in consultation with the Indigenous groups; this list of possible cities is based on previous Indigenous engagement by the Agency and is only provided to facilitate the bidders' provision of a travel budget. The maximum budget for travel to these 25 workshops is \$60,000. It is expected that 10 of these workshops will be before March 31, 2019, and the remainder will be in the fall and winter of 2019/20.

For services provided outside 100 km of the resource's work location, the contractor will be paid 50% of the resource firm all-inclusive per diem rate for the total amount of time spent travelling. (From the resource's work location to the destination). Travel time is not to be paid for time spent commuting.

For services provided outside 100 km of the Contractor's facilities, the Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive <http://www.njc-cnm.gc.ca/directive/d10/v238/en> and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Travel time is calculated by taking the number of hours for travel and multiplying it by 50% of the per diem rate and then dividing it by 7.5 hours (a standard working day). (Hours of travel × 50% of firm all-inclusive per diem rate) ÷ 7.5 hours

## 10. LANGUAGE OF WORK

All communication and deliverables must be provided in English or French, depending upon the official language used by the Indigenous organization hosting the relevant workshop or focus group. The Agency will translate key documents for dissemination.

## 11. CANADIAN ENVIRONMENTAL ASSESSMENT AGENCY RESPONSIBILITIES AND SUPPORT

As required to perform the contract work and at the discretion of the Agency Project Lead, the Agency will endeavour to provide contractor personnel with:

- Direction on all steps of the contract work
- Relevant internal documentation
- Provision of timely review, feedback on and approval of deliverables (approximately 5-10 business days unless otherwise specified).



## **12. CONTRACTOR RESPONSIBILITIES**

The contractor will engage with Agency Staff and Workshop participants in a respectful and professional manner, including timely response to correspondence. Where possible, the contractor will notify the Agency project lead of any potential delays to deliverables a minimum of one week in advance of the deadline identified in this statement of work.

## **13. SECURITY REQUIREMENTS**

No security clearance is required for this work.

## **14. CHANGE MANAGEMENT**

The protocol for changes to the required work, including unforeseen but related additional requirements, is as follows:

- Any changes to the required work as outlined in this Statement of Work must be agreed to in writing by both parties (the Agency and the Contractor).

## **15. DURATION / PERIOD OF CONTRACT**

The contract is to commence upon Award and will end with the satisfactory completion of all contract deliverables, as determined by the Agency (no later than March 23, 2020, for the final policy reports).

## **16. APPLICABLE DOCUMENTS**

The following documents will be provided by the Agency to the Contractor:

- The Indigenous Affairs engagement related to IAA
- Bill C-69 and amendments to the Bill
- Tracking table of comments received during EA review
- Reference documents on policy themes

## **17. RELEVANT TERMS AND ACRONYMS**

IAA	Impact Assessment Act
IA	Impact Assessment
The Agency	Canadian Environmental Assessment Agency



## ANNEX "B"

### BASIS OF PAYMENT

The Bidder must complete this Basis of Payment and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid specified below with its quoted all-inclusive fixed per-diem rate for the resource categories identified.

The per diem rates specified below are for professional services only that will be incurred for:

- a. Work described in Annex A – Statement of Work, of this bid solicitation required to be performed.

The travel portion, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. travel between the successful bidder's place of business and the workshops;
- b. travel status time

to satisfy the terms of any resulting contract. Note that estimated travel and expenses cannot surpass the maximum travel budget of \$60,000 (including all applicable taxes).

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

	Period	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
	<b>Professional Services</b>	<b>A</b>	<b>B</b>	<b>C = A x B</b>
<b>1</b>	Contract Award to March 31, 2019			
1a	Facilitator / Policy Writer		35 days	
	April 1 to March 23, 2020			
1b	Facilitator / Policy Writer		85 days	
	<b>Professional Services Total 1:</b>			
<b>2</b>	<b>Travel Portion</b>			
2a	Estimated Travel and Living Expenses as per National Joint Council Travel Directive *			
	<b>Travel Total 2:</b>			
<b>4</b>	<b>Evaluated Price (Applicable Taxes excluded):</b> \$ _____ (i.e., sum of: Total 1 + Total 2)			
<b>5</b>	<b>Applicable Taxes</b>			GST: HST: PST:
	Insert the amount, as applicable:			

\*\*Note for all information related to reimbursement of travel expenses please see the National Joint Council Travel Directive: <https://www.njc-cnm.gc.ca/directive/d10/en>

#### 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 which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$



- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



## ANNEX "C"

### EVALUATION CRITERIA AND BASIS OF SELECTION

#### Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that the Agency has proceeded to a later step does not mean that the Agency has conclusively determined that the Bidder has successfully passed all the previous steps. The Agency may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Agency will evaluate the bids. The Agency may use any Government resources to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
- (i) **Requests for Clarifications:** If the Agency seeks clarification or verification from the Bidder about its bid, the Bidder will have 1 working day (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Agency. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Interviews:** If the Agency wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 1 working day (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by the Agency.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### Technical Evaluation

- (a) **Mandatory Technical Criteria:**
- Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) **Point-Rated Technical Criteria:**
- Where Point-Rated Technical Criteria are specified in the RFP, each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Point-rated evaluation criteria and/or evaluation processes are described in the RFP.
- (c) **Resource Qualifications:**



The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the bid solicitation. The Agency may request proof of successful completion of formal training, as well as reference information. The Contracting Authority reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided. For each customer reference, the Bidder **must** provide the name, telephone number and e-mail address (unless this individual does not have an e-mail address) for a contact person. The title of each person is requested but not required. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

(d) **Reference Checks:**

If reference checks are conducted by the Agency, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). The Agency will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. The Agency will not award any points unless the response is received within 2 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Points will only be allocated if the reference customer is an outside client of the Bidder itself and not that of an affiliate (for example, the outside client cannot be the customer of an affiliate of the Bidder). Points will not be allocated if the outside client is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

(e) **Technically Responsive Proposal:**

A technically responsive proposal is a proposal that:

- a. meets the mandatory requirements and obtains the required minimum points specified in the bid solicitation for the criteria that are subject to point rating.

## Financial Evaluation

(a) **Mandatory Financial Criteria:**

Each bid must meet the Mandatory Financial Criteria. Bids that do not comply with this mandatory requirement will be considered non-responsive and be disqualified.

- (b) Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The Bidder must provide firm, all inclusive, per diem rates for the Categories of Personnel being proposed in accordance with the bid solicitation, which may include an initial contract period and option periods.

Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

## Basis of Selection

### Highest Combined Rating of Technical Merit (60%) and Price (40%)

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid as determined by the established pre-determined selection criteria will be recommended for contract award.

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the **minimum score** identified for the point rated



criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposal and the price evaluations. To arrive at an overall score achieved by a firm, a weighing has been established whereby technical merit will be valued at 60% of the bid and price at 40%.

Bidders should note that all contract awards are subject to the Agency's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Agency's internal policies. If approval is not granted, no contract will be awarded.

If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score will become the top-ranked bidder.

- (b) Notification of Evaluation Results: All invited bidders who respond to the RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:
- i. Solicitation Number;
  - ii. Company name of winning bidder;
  - iii. Total points scored of winning bidder (for multiple resource requirements only)
  - iv. Total value of contract awarded;
  - v. Number of responses received by the Contracting Authority; and
  - vi. Total points scored per individual bidder (Note: bidders will only receive their own total points scored and not the score of the other bidders)
1. To be declared responsive, a bid must:
    - a. comply with all the requirements of the bid solicitation; and
    - b. meet all mandatory criteria; and
    - c. obtain the required minimum of 36 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.
  2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
  3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40 % for the price.
  4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
  5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
  6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.





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

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

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

The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria will be recommended for award of a contract.

**MANDATORY FINANCIAL REQUIREMENTS - BIDDER**

Item	Mandatory Financial Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
<b>Indigenous Facilitator and Policy Development - Mandatory Financial Criteria</b>			
<b>F1</b>	<p>The Bidder financial proposal must not go above the maximum allotted total budget:</p> <p><b>Maximum Total Travel Budget</b> (including all applicable taxes): \$60,000</p> <p><b>Maximum Total Overall Contract Budget</b> (including all applicable taxes and travel portion): \$200,000</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



## MANDATORY REQUIREMENTS - BIDDER

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.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
<b>Indigenous Facilitator and Policy Development - Mandatory Criteria</b>			
<b>M1</b>	<p>At least one of the bidder's proposed resource(s) must demonstrate a minimum of 5 years of experience working in facilitating workshops or meetings with Indigenous peoples. Experience must be illustrated in curriculum vitae and must include:</p> <ul style="list-style-type: none"> <li>- Client organization</li> <li>- Client contact name</li> <li>- Current phone number</li> <li>- Current email address</li> <li>- Project description included role played by resource(s)</li> </ul> <p>Project timeline- start and end dates</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M2</b>	<p>At least one of the bidder's proposed resource(s) must demonstrate a minimum of 5 years of experience working in policy development. Experience must be illustrated in curriculum vitae and must include:</p> <ul style="list-style-type: none"> <li>- Client organization</li> <li>- Client contact name</li> <li>- Current phone number</li> <li>- Current email address</li> <li>- Project description included role played by resource(s)</li> <li>- Project timeline- start and end dates</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M3</b>	<p>A work plan must be provided to demonstrate how the work will be completed to meet the quality and timelines outlined in the statement of work.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



<b>M4</b>	The Bidder must provide written commitment of the proposed resource(s) availability to produce and deliver the products described in the statement of work in the given timeline, and a proposed back up plan for replacement of resource(s) as a contingency.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M5</b>	At least one of the Bidder's proposed resources must be able to effectively communicate and facilitate in both official languages.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M6</b>	At least one of the Bidder's proposed resource(s) must demonstrate having developed at least five (5) policy documents with Indigenous peoples within the last five (5) years. This work must have been undertaken with at least two different Indigenous clients.  The bidder must provide Project References. Each cited reference must include the following information.  <ul style="list-style-type: none"><li>- Client organization</li><li>- Client contact name</li><li>- Current phone number</li><li>- Current email address</li><li>- Project description included role played by resource(s)</li><li>- Project timeline- start and end dates</li></ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



## RATED REQUIREMENTS - BIDDER

A total of 60 rated points are available for each resource. In order for a resource to be considered compliant, a minimum of 36 points (60%) must be achieved.

### Work Plan Points Rating Scale

- No points will be awarded if the proposed plan does not clearly and directly address any of the items requested in the rated criteria.
- 1 points will be awarded if the some of the items requested in the rated criteria are provided.
- 2 points will be awarded if most of the items requested in the rated criteria are provided.
- 3 points will be awarded if all the items requested in the rated criteria are provided.
- 4 points will be awarded if the response goes above and beyond what is requested in the rated criteria and suggests other innovative but practical approaches

Item	Rated Requirement	Maximum Points Available	Reference to Bidder's Proposal
<b>Indigenous Facilitator and Policy Development - Rated Criteria</b>			
R1	The Bidder's Work Plan will be rated on the following:	Each bullet will be evaluated using Points Rating Scale identified above. Each bullet can achieve a maximum of 4 points for a <b>total of 20 points.</b>	
	<ul style="list-style-type: none"> <li>• Demonstrated understanding of the goals of Indigenous engagement on new policy for the proposed Impact Assessment Act</li> </ul>	4 points	
	<ul style="list-style-type: none"> <li>• Demonstrated knowledge of consensus building techniques in facilitation</li> </ul>	4 points	
	<ul style="list-style-type: none"> <li>• Demonstrated knowledge of recent developments in the Government of Canada approaches to Indigenous rights and reconciliation</li> </ul>	4 points	



	<ul style="list-style-type: none"> <li>• Demonstrated knowledge of Indigenous policy analysis</li> <li>• Demonstrated ability to bring together Indigenous participants and deliver concrete recommendations within timelines in the statement of work, including logistics and policy aspects.</li> </ul>	<p>4 points</p> <p>4 points</p>	
<p><b>R2</b></p>	<p>In addition to M6, the bidder's proposed resource(s) should demonstrate additional experience in facilitating workshops or meetings with Indigenous peoples within the last five (5) years.</p> <p>Each workshop or meeting must have had a duration of 0.5 (half) or more days.</p> <p>The bidder must provide Project References. Each cited reference must include the following information.</p> <ul style="list-style-type: none"> <li>- Client organization</li> <li>- Client contact name</li> <li>- Current phone number</li> <li>- Current email address</li> <li>- Project description included role played by resource(s)</li> <li>- Project timeline- start and end dates</li> </ul>	<p>3-5 workshops or meetings: 4 points</p> <p>6-8 workshops or meetings: 8 points</p> <p>9-12 workshops or meetings: 12 points</p> <p>12-15 workshops or meetings: 16 points</p> <p>16+ workshops or meetings: 20 points</p> <p><b>Maximum total score: 20 points</b></p>	
<p><b>R3</b></p>	<p>In addition to M7, the bidder should demonstrate that at least one of their proposed resource(s) has the ability to deliver high quality policy writing, by providing two policy reports or discussion papers that they have authored, that were referred to in the response to M7. Both papers will be evaluated by:</p> <p>Quality of writing, correct grammar, style and formatting</p> <p>Ability to communicate ideas in a concise, clear and convincing way</p>	<p>Each paper will be evaluated using Points Rating Scale identified above.</p> <p><b>Each criteria can achieve a maximum of 4 points for a total of 20.</b></p> <p>4 points</p> <p>4 points</p>	



	<p>Ability to reflect multiple points of view leading to convincing recommendations</p> <p>Ability to explain complex issues from divergent points of view, including theoretical background and practical implications</p> <p>Ability to use plain language so that non-experts will understand the essence of the policy</p> <p>The bidder must provide at least one reference of the client for whom the policy document(s) was created. Each cited reference must include the following information:</p> <p>Client organization, Client contact name, Current phone number, Current email address, Brief project description included role played by resource(s)</p>	<p>4 points</p> <p>4 points</p> <p>4 points</p>	
	<b>TOTAL POINTS AVAILABLE</b>	<b>60</b>	