

ProServices

Medium Complexity Bid Solicitation and Resulting Contract Template (MC) For below CKFTA Requirements

Solicitation Number: 4W002-21-5155 Amendment Number: 01

SOLICITATION CLOSES	RETURN BIDS TO:
4:00 PM Mountain Standard Time (MST)	Western Economic Diversification Canada
Thursday, February 11 th , 2021	Via Email: WD.bidbox-bidbox.DEO@canada.ca

Request for Proposal to Western Economic Diversification Canada

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 therefore.

	Vendor/Firm Information
Legal Name:	
Operating Name:	
Payee Name:	
Address:	
Telephone:	
Email:	
GST/HST or PBN & SIN (if applicable):	
	Authorized Representative
Name:	
Title:	
Telephone:	
Email:	
Signature :	Date:

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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

Part 1 General Information

Provides general information about the bid solicitation.

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. Attachments: Pricing Schedule

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.

Attachments: Technical Criteria Attachments: ProServices - Flexible Grid

Part 5 Certifications and Additional Information

Includes the certifications and additional information that is required with any bid.

Part 6 Resulting Contract Clauses

Includes the clauses and conditions that will apply to any resulting contract.

The Annexes include: The Statement of Work (Annex A); The Basis of Payment (Annex B);

1.2 SECURITY REQUIREMENTS

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - 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;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 Resulting Contract Clauses;
 - (e) The Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. For additional information on security requirements, bidders should refer to the <u>Contract Security</u> <u>HYPERLINK "http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html"Program of Public Works</u> and Government Services Canada (<u>http://www.tpsgc-pwgsc.gc.ca/esc-HYPERLINK</u> <u>"http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html"src/introduction-eng.html</u>) website

1.3 STATEMENT OF WORK

This bid solicitation is being issued for the requirement of Professional Services, for the project entitled, "Young Talent Attraction and Retention - Alberta Research Study", for the Department of Western Economic Diversification. The requirements will cover the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

1.4 DELIVERY OUTSIDE A COMPREHENSIVE LAND CLAIMS SETTLEMENT AREA

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (<u>https://buyandsell.gc.ca/policy-and- guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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>2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

(a) at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility and Suspension Policy</u>.During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

2.2 SUBMISSION OF BIDS

Bids must be submitted only to the Contracting Authority via <u>WD.bidbox-bidbox.DEO@canada.ca</u> 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

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 <u>Financial Administration Act</u> 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:

- o an individual;
- an individual who has incorporated;
- o 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</u> <u>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:

- name of former public servant;
- 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>

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:

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

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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 two (2) business 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 **Alberta**.

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

Bids must be submitted only to the Contracting Authority via <u>WD.bidbox-</u> <u>bidbox.DEO@canada.ca</u> by the date, time and place indicated on page 1 of the bid solicitation.

The bid must be gathered per section and separated as follows:

Section I:	Technical Bid	One (1) electronic copy in PDF format
Section II:	Financial Bid	One (1) electronic copy in PDF format
Section III:	Certifications	One (1) electronic copy in PDF format
Section IV:	Additional Information	One (1) electronic copy in PDF format

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

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 capabilities 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 Pricing Schedule Attachment 1 to Part 3. 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.

Section IV: Additional Information

Supplier Information

In Section IV of their bid, bidders should provide:

- their legal name, Operating Name (if different from Legal Name), Payee Name (if different from Legal Name);
- their Procurement Business Number (PBN) or GST/HST Number, SIN (required for all individual recipient types);
- the name of the contact person (provide also this person's title, phone, and email) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid (this can be accomplished by completing page 1 of this RFP and including it in Section IV of the bid);
- for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
- Security Requirement, of the bid solicitation:
- for each individual who will require access to classified or protected information, assets or sensitive work sites:

- the name of the individual;
- the date of birth of the individual; and
- if available, information confirming the individual meets the security requirement as indicated in Part 6 Resulting Contract Clauses.

Electronic Payment of Invoices

Canada requests that bidders:

- select an option below; and
- include the selected option(s) in Section II of their bid, after having completed it (as applicable).

The Bidder is not obligated to accept payment by credit card. Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

The following Electronic Payment Instrument(s) are accepted:

- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

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

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

- Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed outside of a 100 kilometer radius of the successful bidder's place of business
- the relocation of resources
- For bilingual courses, english and french delivery of content must be the same

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

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.

For the period of date of contract award to March 31, 2022

Table 1: Young Talent Attraction and Retention - Alberta Research Study

Fixed fee	\$

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time work which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula.

Hours worked: 7.5x per diem rate.

- 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 the Contract. All time worked will be compensated according to paragraph above.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

Technical Evaluation

Joint Venture Experience

- (a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture. Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- (b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation. Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- (c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture. that show in total 100 billable days.
- (d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

Mandatory Technical Criteria

• Refer to Attachment 1 to Part 4

Point Rated Technical Criteria

• Refer to Attachment 1 to Part 4

Financial Evaluation

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

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 Attachment 1 to Part 3.

Mandatory Financial Criteria

• Refer to Attachment 1 to Part 3

4.2 BASIS OF SELECTION

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 51 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% the technical merit and 20% for the price.

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%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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.

Canada reserves the right to ask bidders for price justification.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20% ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technic	al Score	115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Coloulations	Technical Merit Score	89/135 x 80 = 52.74	92/135 x 80 = 54.52	100/135 x 80 =
Calculations				59.26
	Pricing Score	45/50 x 20 = 18.00	45/45 x 20 = 20.00	40/45 x 20 = 14.54
Combined Ratin	ng	70.74	74.52	73.80
Overall Rating		3rd	1st	2nd

ATTACHMENT 1 TO PART 4 – TECHNICAL AND POINT RATED CRITERIA

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		MET	NOT MET
1	Proposed work plan		
2	Team management and experience		
	Must have 40% dedicated senior management time		
3	 Understanding of youth talent and attraction best practices across Canada and internationally, and an understanding of Alberta's unique socio-economic circumstance Demonstrate a clear understanding of policy and program measures that have been employed in other jurisdictions that have proven successful in attracting and retaining youth talent to participate in the local economy. Demonstrate a clear understanding and of the current and past policies and programs that have been in place in Alberta to incentivize young talent into the regional economy. Identify key social and economic factors that impact youth talent attraction and retention in Alberta. 		

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.

1. Proposed Work Plan	Minimum Acceptable	Maximum Possible
1.1 Understanding of the required tasks associated with the Request for Proposal	7	15
Demonstrates understanding of the required tasks associated with the Request for Proposal		

1.2 Methodology	10	20
 Provides an appropriate methodology for the study summarized by tasks. Identifies potential problems/constraints and suggest solutions to mitigate problems/constraints. Discusses how results will be analyzed. 		
1.3 Improvements to Project	10	20
• Proposal demonstrates how the consultant intends to adopt a flexible approach to provide enhancements to the Terms of Reference.		
 Suggests and/or provide examples of enhancements to the study. 		
Discuss how deliverables will be presented to the Project Authority.		
2. Team management and experience	Minimum Acceptable	Maximum Possible
2.1 Organizational Structure and Composition of the Team	7	10
Identify who the project team would be		
Defines team structure, related experience of team members, associated hours to complete the proposed work		
Proposal should show the strength of the project lead/manager's combination of relevant education (PhD or Master's Degree from a recognized university or an equivalent balance of education AND work experience in related field), qualifications, experience and performance on relevant studies (examples should include titles of study, names of clients, date and length of time spent, dollar value, duties and responsibilities, level of effort on the project and brief description of the work undertaken).		
2.2 Contract Management Controls and quality assurance	10	20
 Defines deliverables, timelines and review processes Defines quality assurances processes in place for performing the work and ensuring data quality The proposal should include a realistic project timeframe that takes into account when early deliverables results are needed. It should also clearly demonstrate the firm's proposed method 		

Total Maximum score 100 points / Minimum score 51 points	51	100
Includes names and contact information of two references. Both references indicate they would contract with the supplier again.	2	5
3. References	Minimum Acceptable	Maximum Possible
 Describes two relevant studies that have been undertaken by research team in the past. Both studies should be done for entities other than WD. Include executive summaries of the two studies. 		
 of coordination and liaison with the WD Project Authority. It should also allocate appropriate personnel to specific tasks (e.g., senior personnel assigned to sensitive tasks, technically skilled persons or subject matter experts assigned to methodologically complex tasks). 2.3 Other Relevant Knowledge and Experience 	5	10

ATTACHMENT 2 TO PART 4 – FLEXIBLE GRID

Streams 8 to 12 has its own flexible grid. The flexible grid indicates the minimum level of points required to qualify for each Level of Expertise. Various amounts of points are given for relevant education, professional certification and relevant experience.

Points will be allocated to each consultant proposed by the bidder for the education, the certification and the experience. The total of points will determine if the consultant is considered as a junior, intermediate or senior.

Needs Analysis and Research Consultant Levels of Expertise

Senior: Minimum 100 pts Intermediate: Minimum 80 pts Junior: Minimum 65 pts

Relevant Education to the Consultant Category

University (PhD, Graduate, Undergraduate, degree): 35 pts College or CEGEP Diploma/Certificate: 25 pts

Professional Certification

Relevant Professional Certification: 15 pts

Relevant Experience in Consultant Category

 \geq 1 yr and <2 yrs: 12-23 months - 15 pts \geq 2 yrs and <4 yrs: 24-47 months - 20 pts \geq 4 yrs and <6 yrs: 48-71 months - 30 pts \geq 6 yrs and <8 yrs: 72-95 months - 35 pts \geq 8 yrs and <10 yrs: 96-119 months - 55 pts \geq 10 yrs: 120 + months - 65 pts

PART 5 – CERTIFICATIONS

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.

CERTIFICATIONS REQUIRED WITH THE BID

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

• 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.

• 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 - RESULTING CONTRACT CLAUSES

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 SECURITY REQUIREMENTS

- **6.1.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
 - The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid Facility Security Clearance at the level of **secret**, issued by the CSP of the ISS, PSPC
 - The contractor/offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must each hold a valid personnel security screening at the level of reliability status or secret as required, granted or approved by the CSP/ISS/PSPC
 - The contractor/offeror must not remove any protected/classified information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction.
 - 4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP/ISS/PSPC
 - 5. The contractor/offeror must comply with the provisions of the:
 - a. Security Requirements Check List, attached at Annex C
 - b. Industrial Security Manual (Latest Edition)

6.2 STATEMENT OF WORK

This Contract is being issued for the requirement of Professional Services for the Department of Western Economic Diversification Canada. The requirements will cover the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

6.3 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>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.

6.3.1 General Conditions

2010B (2020-05-28) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 TERM OF CONTRACT

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022, inclusive. Option to extend for 1 additional year

6.5 AUTHORITIES

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Western Economic Diversification Canada Corporate Services

Name:	Michelle Owens
Title:	Procurement Manager
Address:	Suite 1500, 9700 Jasper Avenue NW
	Edmonton, Alberta T5J 4H7
Telephone:	(780) 495-4217
E-mail:	michelle.owens@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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Western Economic Diversification Canada Policy and Strategic Direction

Name: (Insert at contract award) Title: Address:

Telephone: E-mail:

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.

6.5.3 Contractor's Representative

Name:
Telephone:
E-mail:

<mark>(Insert at contract award)</mark>

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a <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: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 PAYMENT

6.7.1 Basis of Payment: Fixed rate – Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B to a limitation of expenditure of **\$_____** (*Insert at contract award*). Applicable Taxes are extra.

6.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$_____ (Insert at contract award). 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.

6.8 METHOD OF PAYMENT – SINGLE PAYMENT

SACC Manual Clause H1000C (2008-05-12) Single Payment

6.9 TIME VERIFICATION

SACC Manual Clause C0711C (2008-05-12) Time Verification

6.10 INVOICING INSTRUCTIONS

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

1. Invoice must be distributed as follows:

Western Economic Diversification Canada 9700 Jasper Avenue NW Edmonton, AB T5J 4H7

E-mail distribution:

Contact	E-mail Address	
(Insert at contract award)	(Insert at contract award)	

6.11 NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES

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

6.12 CERTIFICATIONS COMPLIANCE

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

6.13 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (Completed at contract award)

6.14 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 2010B (2020-05-28);
- c) Annex A, Statement of Work;
- d) Annex B, 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)) (Insert at contract award)

6.15 TRANSLATION OF DOCUMENTATION

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.16 REPLACEMENT OF SPECIFIC INDIVIDUALS

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor

must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a) the name, qualifications and experience of the proposed replacement; and
- b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.17 OWNERSHIP

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.18 IDENTIFICATION PROTOCOL RESPONSIBILITIES

- 1. The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:
- 2. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- 3. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- 4. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- 5. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and In addition to any other rights it has

under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.19 INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" – STATEMENT OF WORK – Young Talent Attraction and Retention - Alberta Research Study

Background

Western Economic Diversification Canada (WD) has a mandate to promote and support the economic diversification in Western Canada, and to advance Western interests nationally. One of the department's two main priority areas is inclusive economic growth, with a focus on youth, women and Indigenous Peoples.

Alberta has long had a young and highly skilled labour force, but the region is at risk of losing this critical asset. Low rates of youth entrepreneurism and the current high rates of youth unemployment suggest a mismatch between available skills and the opportunities that currently exist. Additionally, the growing number of young entrepreneurs and skilled workers that are choosing to leave Alberta in favor of other jurisdictions seems to indicate that without abundant economic opportunity there are few other incentives to retain or attract young talent. In Alberta's urban centres, this is an especially worrying trend, particularly when viewed in the context of the current crisis, and the collapse of downtown business communities.

Following the oil price crash in 2014, interprovincial migration into Alberta declined steeply, with a net loss of over 15,000 interprovincial migrants in 2015 and 2016. The largest age group that migrated out of Alberta during this period consisted of 25 to 34-year-olds. In 2018, Calgary ranked an underwhelming 29th out of 35 Canadian metropolitan areas when it comes to the percentage of residents aged 20 to 24. The city has experienced growth across every age range except this key demographic, with the number of 20 to 24 year-olds shrinking by 5.5 percent since 2009. It is anticipated that the combined impacts of COVID-19 and the ongoing downturn in oil prices will accelerate this trend in cities across the province – severely inhibiting the region's ability to fully recover, and undermining earlier investments that have been made to support talent development in the region.

The major economic factors that drive this trend are beyond the influence of government, and there is a very real possibility that Alberta's economy will never again resemble what it did prior to the crash in 2014. In this context, it is essential that WD work with its partners to try and better understand the obstacles that Albertan cities face in terms of talent attraction and retention beyond just traditional economic issues. Likewise, there is a need to look to other cities across Canada and around the world that have overcome similar challenges to identify strategic investments that can help Alberta cities to mitigate current losses and build resiliency for the future.

Objective / Purpose / Contract Period

WD intends to award one (1) contract for the services of a Contractor with expertise in conducting research and analysis to identify social and environmental challenges and opportunities Alberta faces in retaining and attracting young talent to the province.

Scope of Work / Description of Work

WD requires the services of a Contractor with expertise in talent attraction and retention. This work will involve desktop research and stakeholders engagement (both local and abroad) to identify key challenges, opportunities and best practices.

The emigration of young skilled workers from Alberta is clearly connected to the ongoing downturn in the province's major sector. However, a variety of environmental and social factors have also believed to

have played a significant role. To effectively respond to the increasing "brain drain" that is occurring in cities across Alberta a holistic understanding of the factors that impact talent attraction and retention is essential. At a minimum this research should identify and provide an analysis of:

- International markets that present an opportunity to attract skilled human capital
- Short-term and med-term growth and labor demand/supply forecasts (broken down by sector)
- Key socio-economic factors including but not limited to sectoral diversity, affordability, barriers to entrepreneurism, livability, regional/global connectivity, recreation and entertainment, reputation and branding, demographic diversity (ethnic/cultural, education, socio-political issues and perspectives, gender/sex...), access to culture and the arts, etc...
- Current and forecasted levels of young talent emigration (by industry and education level)
- A list of all current projects and programs aimed at retaining and recruiting young talented individuals within Alberta
- Scenario forecasts to help illustrate potential ongoing changes to Alberta's labour demographics, and the corresponding anticipated impacts to the region's economy (near and med-term)
- An analysis on ideas and best practice examples to retain and attract young skilled individuals that could inform strategic investments, as well as future WD policy, programming, and advocacy.

In addition, based on their experience, the contractor will be expected to provide and advise on other dimensions and parameters that enhance the overall study, and provide a comprehensive picture of youth talent attraction and retention in Alberta.

<u>Tasks</u>

Planning

- 1.1 Draft initial work plan for conducting research including plans for engagement with, collection and analysis of data, and presentation of information in the final report.
- 1.2 Prepare ongoing work plans, schedules and progress reports summarizing work completed to date, planned work and the identification of any problems, risks or impediments to successful task completion.

<u>Meetings</u>

Kick-off Meeting

- 2.1 The exact details of the kick-off meeting will be provided upon contract award. The purpose of the kick-off meeting will be as a minimum to:
 - 2.1.1 Review the contractual requirements;
 - 2.1.2 Review and clarify, if required, the respective roles and responsibilities of the Contracting Authority (CA), the Project Authority, and the Contractor to ensure common understanding; and
 - 2.1.3 Discuss the Project Plan.

Progress Review Meetings

- 2.2 A progress review meeting (PRM) will be held on a bi-weekly basis via video conference or teleconference. The purpose of the meeting will be to:
 - 2.2.1 Review present and future requirements:
 - 2.2.2 Review the progress made to date; and

2.2.3 Discuss, as applicable, problem areas and issues, and how to resolve and or address any problems or issues.

Engagement

4.1 Identify partners

- 4.1.1 Develop an engagement strategy identifying industry representatives, associations, economic development groups, and educational institutions.
- 4.1.2 Begin preliminary engagement to the extent possible in the given timeframe with industry representatives, associations, economic development groups, and educational institutions.

Gap analysis

- 5.1 Evaluate available data
 - 5.1.1 Compile the existing data on youth talent retention and attraction (labor force, emigration, socio-economic factors, programs and organizations, best practices) in Alberta.
 - 5.1.2 Identify gaps in existing data.

Development of recommendations for future policy, programming and advocacy

6.1 Analysis of data gaps and engagement

6.1.1 Based on both engagement and gap analysis, identify specific key issues in Alberta to help guide future priority setting processes with potential partner organizations.

6.1.2 Where possible, collect additional data on regional activity on young talent retention and attraction.

Reporting

7.1 Draft report

7.1.1 Share a draft report to WD with initial findings on young talent retention and attraction within 4-6 weeks of signing the initial contract to receive feedback and discuss findings.

7.3 Final report

7.3.1 Provide a presentation and high-level communications material summarizing the report's finding, that WD can use to support advocacy efforts and to share with stakeholders

7.3.2 Compile all raw data and research material to include as a separate deliverable presented concurrently with the final report.

Deliverables and Dates

Task #	Deliverable	Timeline (Negotiable)
	Initial "Kick Off" meeting with Contractor and provision of	Within one week of
	information request document	Contract Signing
	Information gathering and review of documentation on existing	Within three weeks of
	information including information gap analysis	Contract Signing
3	Submission of Draft report for feedback	Within weeks 4-6 after
		Contract Signing
4	Submission of final report and raw data and research material	March 31, 2022

Deliverables and Acceptance Criteria

- 1. A Draft report within 6 weeks outlining existing information and gaps, alongside initial plans for data collection to address gaps.
- 2. A second Draft report within weeks outlining information collected to date, and initial plans for presentation of data.
- 3. A Final Report outlining the current state of talent retention and attraction in Alberta , that must include:
 - a) a detailed description of challenges and opportunities;
 - b) significant research and information gaps; and

- c) an analysis of current regional priorities based on analysis and engagement with stakeholders (industry representatives, associations, economic development groups, and educational institutions)
- 4. All raw data and research material collected or developed by the contractor during the course of research.

Security Requirement

No specific security requirements

Contractor Support

WD's leadership team and staff will work collaboratively with the Contractor(s). WD will make datasets and requested information/documents readily available to the Contractor(s) and will review and validate the deliverables in a timely manner.

Location of Work

It is anticipated that most of the Work will be done on the Contractor's premises by computer, phone and e-mail.

<u>Travel</u>

Travel is not recommended due to COVID-19 distancing requirements. Work, including engagement, will be conducted virtually in order to comply with COVID-19 health and safety restrictions. The Contractor will not be reimbursed for any costs incurred for travel activities.

Language of Work

The Contractor must be fluent in English (oral, writing and reading comprehension) and all written documents and correspondence must be in English.

ANNEX "B" – BASIS OF PAYMENT

(Completed at contract award)