



Advance Contract Award Notice (ACAN)

Title: International Business Development, Investment and Innovation Branch Anti-Racism Workshops

1. Advance Contract Award Notice (ACAN)

An ACAN is a public notice indicating to the supplier community that a department or agency intends to award a contract for goods, services or construction to a pre-identified supplier, thereby allowing other suppliers to signal their interest in bidding, by submitting a statement of capabilities. If no supplier submits, a statement of capabilities that meets the requirements set out in the ACAN, on or before the closing date stated in the ACAN, the contracting officer may then proceed with the award to the pre-identified supplier.

2. Definition of the Requirement

The Department of Foreign Affairs, Trade and Development Canada (DFATD) has the following requirement: to hold consultations with employees of the International Business Development, Investment and Innovation Branch (“B Branch”) in order to assess their comfort, confidence, knowledge, and experiences as it relates to racism. These consultations will inform the development of workshops on anti-racism to be delivered by the Contractor to all branch employees via several cohorts.

The Contractor’s project work plan will integrate the following six (6) phases:

- Familiarization: During this phase, the Contractor will become familiar with the overarching goals of the Working Group, the Government of Canada and DFATD’s anti-racism mandates, and the makeup of B Branch.
- Preparation of a concise project work plan to be presented at the kick off meeting: Once preliminary research is complete, the Contractor will present a draft work plan to members of the Working Group and once approved, will be presented to B Branch Senior Management.
- Data collection: The Contractor will engage in two-way consultations with B Branch employees in order to measure the current sentiments regarding racism.
- Development of tailored anti-racism workshops: Based on research, consultations, and feedback from the Working Group, the Contractor will develop and finalize the content and the format of the virtual workshops.
- Execution of workshops: During this phase, the Contractor will proceed with the execution of the approved workshops, including accompanying material and resources and post-execution consultations.
- Presentations and reporting: Throughout the duration of this project, the Contractor will provide updates to the Working Group in the form of verbal presentations and written reports.



3. Criteria for Assessment of the Statement of Capabilities (Minimum Essential Requirements)

Any interested supplier must demonstrate by way of a statement of capabilities that it meets the following requirements:

- A minimum of five (5) projects completed after January 1, 2016 with organizations with 500+ employees with a minimum of three (3) for a public sector client*.
- A minimum of five (5) years' experience developing and tracking the outcomes of change management work plans for organizations with 500+ employees.
- Subject matter expertise in the area of needs analysis and research using quantitative and qualitative methods.
- Experience collecting, analyzing, and synthesizing information that provides insight into best practices and lessons learned that would effectively support managing change for public sector organization.
- Experience developing strategic works plan using S.M.A.R.T goals (specific, measurable, attainable, realistic, and timely), for public sector organizations.
- Experience executing business consulting and change management projects for private and public sector clients, including regular reporting.
- Experience conducting consultations in public sector organizations that have 500+ employees.
- Experience advising Senior Management on a range of issues affecting the organization's ability to achieve the project's objectives.
- Experience developing content for public sector organizations of 500+ employees in Canada on the subject of:
 - anti-racism;
 - unconscious bias; and
 - diversity, equity, and inclusion.
- Experience developing and delivering workshops for organizations with 500+ employees in either Official Language or in a bilingual format (both in-person and virtual).
- Experience developing tools, resources, and best practices for public sector organizations that have 500+ employees. Resources refer to additional reading and learning materials to supplement tools and training.

If the Bidder is 50% +1 owned or operated by people who are Black, Indigenous and/or racialized, this is considered an asset.

*A public sector client shall include Federal (including Crown Corporations), Provincial and Municipal government organizations as well as any quasi-governmental organization in Canada.

4. Applicability of the Trade Agreement(s) to the Procurement

This procurement is subject to the following trade agreement(s):

- *I. Canadian Free Trade Agreement (CFTA) OR Agreement on Internal Trade (AIT)*
- *II. World Trade Organization - Agreement on Government Procurement (WTO-AGP)*
- *III. Canada-European Union Comprehensive Economic and Trade Agreement (CETA)*



- *IV. Canada-Chile Free Trade Agreement (CCFTA):*
- *V. Canada-Honduras Free Trade Agreement(CHFTA):*
- *VI. Canada-Panama Free Trade Agreement(CPaFTA):*
- *VII. Canada-Columbia Free Trade Agreement(CCoFTA) and Canada-Peru Free Trade Agreement(CPFTA):*
- *VIII. Canada-Ukraine Free Trade Agreement(CUFTA):*
- *IX. Comprehensive and progressive Agreement for Trans-Pacific Partnership (CPTPP)*

5. Justification for the Pre-Identified Supplier

The supplier mentioned in Section 11 below is the only known supplier that meets the mandatory criteria set out in Section 3 above.

Should Canada receive a statement of capabilities from a supplier that contains sufficient information to indicate that it meets the requirements set forth in this ACAN, a competitive process will be triggered with a technical and financial evaluation methodology of the bids proposed by the potential bidders.

6. Government Contracts Regulations Exception(s)

The following exception(s) to the Government Contracts Regulations is (are) invoked for this procurement under subsection Sub-section:

6(d) - "only one person is capable of performing the work".

The identified supplier **ParriagGroup** is the only one known that can meet all criteria identified in Section 3 above.

7. Exclusions and/or Limited Tendering Reasons

The following exclusion(s) and/or limited tendering reasons are invoked under the:

- *II. Canada-European Union Comprehensive Economic and Trade Agreement (CETA) Article 19.12: Limited Tendering; 1.(b)iii. due to an absence of competition for technical reasons;*
- *III. World Trade Organization Agreement on Government Procurement (WTO-AGP) Article XV: Limited Tendering; 1.(b) in the absence of competition for technical reasons, the products or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists; and*
- *IV. Canadian Free Trade Agreement (CFTA) Article 513: Limited Tendering or Agreement on Internal Trade (AIT) Article 506: Procedures for Procurement, paragraphs 11 and 12; 12. (b) where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists;*
- *V. Canada-Chile Free Trade Agreement: Applicable Limited Tendering Provision (Article Kbis-09) – Kbis-09 (b) - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an*



absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists;

- VI. *Canada-Honduras Free Trade Agreement*: Applicable Limited Tendering Provision (Article 17.11) - 17.11.2 b) a good or service being procured can be supplied only by a particular supplier and a reasonable alternative or substitute does not exist because:
 - (i) the good or service is a work of art,
 - (ii) the good or service is protected by a patent, copyright or other exclusive intellectual property right, or
 - (iii) there is an absence of competition for technical reasons.
 - VII. *Canada-Panama Free Trade Agreement*: Applicable Limited Tendering Provision (Article 16.10) - 16.10.1b) a good or service being procured can be supplied only by a particular supplier and a reasonable alternative or substitute does not exist because:
 - (i) the good or service is a work of art,
 - (ii) the good or service is protected by a patent, copyright or other exclusive intellectual property right, or
 - (iii) there is an absence of competition for technical reasons;
 - VIII. *Canada-Columbia Free Trade Agreement* and *Canada-Peru Free Trade Agreement*: Applicable Limited Tendering Provision (Article 1409.b) - b) Where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:
 - a) The requirement is for a work of art,
 - b) The protection of patents, copyrights or other exclusive rights, or
 - c) Due to an absence of competition for technical reasons;
 - IX. *Canada-Ukraine Free Trade Agreement*: Applicable Limited Tendering Provision (Article 10.13.b) - (b) if the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:
 - (i) the requirement is for a work of art;
 - (ii) the protection of patents, copyrights or other exclusive rights; or
 - (iii) due to an absence of competition for technical reasons
2. X. *Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)* (Article 15.3) - (c)

8. Ownership of Intellectual Property

Ownership of any Foreground Intellectual Property arising out of the proposed contract will vest in the Contractor. With the permission of the Contractor, DFATD can use the products for internal Government of Canada use and not to disseminate or use outside of the Government of Canada without the express permission of the contractor.

9. Period of the Proposed Contract or Delivery Date

The proposed contract is from contract award to **April 30, 2022**, with up to two (2) additional one (1) year option periods.



10. Cost Estimate of the Proposed Contract

The approximate cost of this requirement will not exceed \$ **200,000(CAD)** for the full term of the Contract. Customs duty included and Applicable Taxes extra.

11. Name and Address of the Pre-identified Supplier

ParriagGroup
864 Plante Drive
Ottawa, ON K1V 9E2
Canada

10. Suppliers' Right to Submit a Statement of Capabilities

Suppliers who consider themselves fully qualified and available to provide the goods, services or construction services described in the ACAN may submit a statement of capabilities in writing to the contact person identified in this notice on or before the closing date of this notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

11. Closing date for a Submission of a Statement of Capabilities

The closing date and time for accepting statements of capabilities is **19 November 2021 at 2:00 p.m.** EST.

12. Inquiries and Submission of Statements of Capabilities

Name: Kingsley Knight (Mr.)
Title: Senior Contracting & Procurement Officer,
Address: 200 Promenade du Portage, Gatineau, QC K1A 0G2
Telephone: 343-203-8234
Email: kingsley.knight@international.gc.ca

Statements of Capabilities are to be submitted to the following email address:

Receptionsoumission-bidsreceiving.spp@international.gc.ca