

**CANADIAN HERITAGE**  
**REQUEST FOR PROPOSALS**

**REQUEST NUMBER:** 10210624

**TITLE OF PROJECT:** Indigenous peoples in Sport Research and Data Plan

**REQUEST DATE:** February 15, 2022

**CLOSING DATE AND TIME:** March 8, 2022, 2:00 p.m., EST

**ADDRESS ALL ENQUIRIES:** **Lise Berniquez**  
Procurement and Contract Specialist  
Contracting and Materiel Management Directorate  
Canadian Heritage  
E-mail: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)

The Department of Canadian Heritage (PCH) has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The services are to be performed during the period commencing upon the date of the award of the contract and are to be completed by October 31, 2022, as detailed in the Statement of Work.

If you are interested in undertaking this project, submit your bid by **2 p.m. EST: March 8, 2022** by using the following accepted submission method:

**IMPORTANT: Submission via e-mail**

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept bids by e-mail. Bids transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Bidder to assure that their complete e-mail bid be delivered to PCH by the specified date and time. Indicate the title of the Request for Proposal (RFP) in the e-mail object, the e-mail address is the following:

**Contrats/Contracting (PCH)**  
[contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)  
**RFP : 10210624**  
**Attention : Lise Berniquez**

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Bids that arrive after the specified date and time will not be accepted. Bidders are encouraged to keep a confirmation that the e-mail was sent and delivered.

Bidders submitting a proposal are also requested to complete the Offer of Services attached at Annex "C".

**TABLE OF CONTENTS**

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 SUMMARY.....	4
1.3 DEBRIEFINGS.....	5
1.4 OTHER INFORMATION.....	5
<b>PART 2 - BIDDER INSTRUCTIONS.....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	6
2.2 SUBMISSION OF BIDS .....	6
2.3 FORMER PUBLIC SERVANT .....	6
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	8
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	8
2.7 BID CHALLENGE AND RECOURSE MECHANISMS .....	8
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 BID PREPARATION INSTRUCTIONS .....	9
3.2 SECTION I: TECHNICAL BID .....	9
3.3 SECTION II: FINANCIAL BID.....	9
3.4 SECTION III: CERTIFICATIONS.....	9
3.5 SECTION IV: ADDITIONAL INFORMATION .....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION .....	10
4.3 INTERNAL APPROVAL.....	11
<b>ATTACHMENT 1 TO PART 4: EVALUATION CRITERIA.....</b>	<b>12</b>
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>18</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	18
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	18
<b>PART 6 - RESULTING CONTRACT CLAUSES.....</b>	<b>20</b>
6.1 SECURITY REQUIREMENTS.....	20
6.2 STATEMENT OF WORK.....	20
6.3 STANDARD CLAUSES AND CONDITIONS.....	20
6.4 TERM OF CONTRACT .....	20
6.5 AUTHORITIES.....	20
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	21
6.7 PAYMENT.....	21
6.8 INVOICING INSTRUCTIONS.....	22
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	22
6.10 APPLICABLE LAWS .....	22
6.11 PRIORITY OF DOCUMENTS.....	23
6.12 OFFICIAL LANGUAGES.....	23
6.13 GREEN PROCUREMENT.....	23
6.14 DISPUTE RESOLUTION.....	24
6.15 CONTRACT ADMINISTRATION .....	24

**ANNEX "A" - STATEMENT OF WORK..... 25**

**ANNEX "B" - BASIS OF PAYMENT ..... 37**

**ANNEX "C" - OFFER OF SERVICES..... 38**

**ANNEX "D" - SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS.....40**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus 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; and,
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Annex "A" Statement of Work
- Annex "B" Basis of Payment
- Annex "C" Offer of Services form
- Annex "D" Set-aside Program for Aboriginal Business

#### **Attachments include:**

Attachment 1 to Part 4 - Evaluation Criteria

### **1.2 Summary**

The Department of Canadian Heritage (PCH) is seeking expertise of a Contractor to lead the development and implementation of an Indigenous peoples in Sport Research and Data Plan in accordance with the Statement of Work attached hereto as Annex "A". The work will cover a period from contract award to October 31, 2022.

#### **1.2.1 The requirement is limited to Canadian services.**

**1.2.2** 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.

#### **1.2.3 Conditional Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)**

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two or more bids have been received by Aboriginal businesses who are certified under the Procurement Strategy for Aboriginal Business (PSAB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658> )

If your Aboriginal business is not yet registered in the Aboriginal Business Directory, please do so at the link provided above. If bids from two or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted.

If the bids from the Aboriginal businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Aboriginal businesses remain, bids from all of the non-Aboriginal businesses that had submitted bids will then be considered by the contracting authority.

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

### **1.3 Debriefings**

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

### **1.4 Other information**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$3 300 for goods and \$121 200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

## 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 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept bids by e-mail at [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca). Bids transmitted by facsimile or mail to PCH will not be accepted.

#### 2.2.1 Submission via e-mail

Bids must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFP.

### 2.3 Former Public Servant

Contracts with 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 with FPS, bidders must provide the information required below.

#### 2.3.1 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 FPS 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 Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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.

Bidders must complete and present information required at the attached **Offer of Services, Annex "C"**.

## **2.4 Enquiries - Bid Solicitation**

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

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

## 2.5 Applicable Laws

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

At their discretion, Bidders may indicate 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 indicated, it means that bidders accept the applicable laws indicated.

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept bids by e-mail at [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca). Bids transmitted by facsimile or mail to PCH will **not** be accepted.

#### 3.1.1 Submission via e-mail

**IMPORTANT:** The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Bidder to assure that their complete e-mail bid be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Bids that arrive after the specified date and time will not be accepted.

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

### 3.2 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.

### 3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. Prices submitted with the Bid will form part of any resulting Contract.

### 3.4 Section III: Certifications

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

### 3.5 Section IV: Additional Information

In Section IV of their bid, bidders must provide:

1. The attached Offer of Services in Annex "C" duly completed and signed.
2. Set-Aside Program for Aboriginal Business status in Schedule "D" duly completed and signed.

## **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**

Refer to Attachment 1 to Part 4.

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

Refer to Attachment 1 to Part 4.

#### **4.1.2 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment - Annex "B".

To be responsive, the Bidder must provide firm prices, using Annex "B" - Basis of Payment

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 – Highest Combined Rating of Technical Merit and Price**

#### **4.2.1 Selection Process**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory criteria; and,
  - c. obtain the required minimum 75 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 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.

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 point equals 135 and the lowest evaluated price is \$45,000.

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<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>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

#### 4.3 INTERNAL APPROVAL

Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

## ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

The Bidder must provide the necessary documentation to support compliance with these requirements.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

For MT2, MT3 and MT4 Mandatory Technical Criteria and RT1, RT2, RT3, RT4, RT5 and RT6 Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) should provide:

- Name and description of client organization;
- Name, phone, email of client;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Outcomes of the project; and,
- Description of the Bidder and/or the proposed resource roles and responsibilities in the project.

### 1. MANDATORY TECHNICAL CRITERIA

Bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

MANDATORY TECHNICAL CRITERIA (MT)			
ITEM NO.	DESCRIPTION	MET/ NOT MET	REFERENCE TO OFFER
<b>MT1</b>	<p>The Bidder qualifies for the Government of Canada Set-Aside Program under Canada's <a href="#">Procurement Strategy for Aboriginal Business</a>.</p> <p>Bidders must provide with their Bid, a certification stating that they meet the definition of an Aboriginal business.</p>		

<p><b>MT2</b></p>	<p>The Bidder and/or the proposed resource must provide with their resume also, a one-page summaries (a minimum of 100 words in length for each project) of two (2) distinct projects completed within the last ten (10) years from date of bid closing, using Indigenous-centred research methodologies.</p> <p>Bidder must meet at minimum all following elements specified as “Indigenous-centred research methodologies” approaches for each project and as defined in this process.</p> <p>.</p> <p>*Indigenous-centred research methodologies are approaches:</p> <ul style="list-style-type: none"> <li>- that reflect, in their design, the fundamental recognition that "research" on Indigenous peoples has left a harmful legacy;</li> <li>- that promote collaborative approaches with the Indigenous peoples;</li> <li>- that use Indigenous positionality and perspective to perform research with and within Indigenous communities; and,</li> <li>- that contribute to these communities.</li> </ul>		
<p><b>MT3</b></p>	<p>The Bidder and/or the proposed resource must provide with their resume, a one-page summary (a minimum of 100 words in length for each project), of two (2) distinct projects completed within the last ten (10) years of closing bid date, as lead researcher or researcher with a senior position (*) in sport, health or social issues projects with the Indigenous populations.</p> <p><b><u>Definition:</u></b></p> <p>* As lead or senior researcher, the bidder and/or proposed resource must have experience in conducting research projects in a leading position during all of the research project cycles. These research projects must have included interactions and consultations with members of the Indigenous communities.</p>		

<b>MT4</b>	<p>The Bidder and/or the proposed resource must provide, a one-page summary (a minimum of 100 words in length), of one (1) project descriptions within the last ten (10) years of closing bid date, demonstrating that they have provided insight into the development of a research plan, including a strategy for how to consult, handle and share results, that reflects Indigenous ways of knowing, with the OCAP® principles (Ownership, Control, Access and Possession) to First Nations.</p> <p>Or</p> <p>Commit to be successfully OCAP-trained in the thirty (30) days following the unveiling of the results of the successful Bid.</p>		
------------	---	--	--

## 2. MANDATORY FINANCIAL CRITERIA

Bids must meet the mandatory financial criterion specified in the table inserted below. Bids **which fail to meet the mandatory financial criterion will be declared non-responsive.**

MANDATORY FINANCIAL CRITERIA (MF)		
ITEM NO.	DESCRIPTION	BID PREPARATION INSTRUCTIONS
<b>MF1</b>	Total Cost - Not to exceed budget of \$125,000.00 excluding all taxes as per Annex "B", Basis of Payment.	The Bidder must complete Annex "B", Basis of Payment which will be used for evaluation purposes.

## 3. 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.

POINT-RATED TECHNICAL CRITERIA (RT)				
ITEM NO.	DESCRIPTION	MAXIMUM POINTS	SCORE	CROSS REFERENCE TO PROPOSAL [BIDDER TO INSERT]
<b>RT1</b>	<p><b>Experience in sport, health or social issues research projects with Indigenous populations.</b></p> <p><b>In addition to MT3</b>, the Bidder and/ or proposed resource should have experience in preparing, developing and conducting research projects in sport, health or social issues with Indigenous populations.</p>	30 points	/30 points	

	<p>Each project description should have a minimum of 100 words in length.</p> <p>Number of projects in preparing, developing and conducting research activities:</p> <ul style="list-style-type: none"> <li>- 3 research projects = 15 points</li> <li>- 4 to 5 research projects = 25 points</li> <li>- &gt; 5 research projects = 30 points</li> </ul> <p><b>(Maximum 30 points)</b></p>			
<p><b>RT2</b></p>	<p><b>In addition to RT1</b>, the Bidder and/ or proposed resource should demonstrate the most expensive research project budget in preparing and developing conducting a research project.</p> <p><b>Rating scale for RT2:</b></p> <ul style="list-style-type: none"> <li>- ≤ \$25,000 = 2 points</li> <li>- &gt; \$25,000 to \$50,000 = 5 points</li> <li>- &gt; \$50,000 to \$100,000 = 10 points</li> <li>- &gt; \$125,000 = 15 points</li> </ul> <p><b>(Maximum 15 points)</b></p>	<p>15 points</p>	<p>/15 points</p>	
<p><b>RT3</b></p>	<p><b>Knowledge of Indigenous sport system or knowledge of the Canadian Sport System</b></p> <p>The Bidder and/or proposed resource should have experience within the last ten (10) years of closing bid date, conducting projects, or reports, or publications, or analysis in the context of the Canadian sport system* and Indigenous sport system**.</p> <p>Bidder should provide one (1) project (report, publication or analysis) describing experience in the context of either Canadian sport system* or Indigenous sport system**.</p> <p>Description of project (report, publication or analysis) should have a minimum of 100 words in length.</p> <p><b>Rating scale for RT3:</b></p> <ul style="list-style-type: none"> <li>- Canadian sport system* = 2 points</li> <li>- Indigenous sport system** = 5 points</li> </ul> <p><b>(Maximum 5 points)</b></p> <p><b>Definitions:</b> * <b>Canadian sport system:</b> Comprised of organizations that provide Canadians with access to sport and help Canadians participate and succeed in competitions.</p>	<p>5 points</p>	<p>/5 points</p>	

	<p><b>** Indigenous sport system:</b> Comprised of <b>bodies***</b> that provide Indigenous Peoples with access to sport and help them participate and succeed in competitions in the context of dedicated (to Indigenous) activities or in Canada, North America or internationally; and/or support the integration of Indigenous into the community and recreation/sport systems by means of sports, physical activities or mainly physical cultural or traditional activities.</p> <p>These <b>bodies***</b> are:</p> <ul style="list-style-type: none"> <li>• National Multisport Service Organizations, including the Aboriginal Sport Circle;</li> <li>• National Sport Organizations;</li> <li>• Canadian Sport Centres and Institutes;</li> <li>• Provincial/Territorial Sport Organizations, including Aboriginal Sport Bodies.</li> </ul>			
<p style="text-align: center;"><b>RT4</b></p>	<p><b>Experience working on government funded projects on social or community areas for Indigenous communities</b></p> <p>The Bidder and/or proposed resource should have experience within the last ten (10) years of closing bid date, working on projects for Indigenous communities.</p> <p>Each project description should have a minimum of 100 words in length.</p> <p><b>Rating scale for RT4:</b></p> <ul style="list-style-type: none"> <li>- 1 to 2 projects = 3 points</li> <li>- 3 to 5 projects = 5 points</li> <li>- &gt; 5 projects = 10 points</li> </ul> <p><b>(Maximum 5 points)</b></p>	<p>10 points</p>	<p>/10points</p>	
<p style="text-align: center;"><b>RT5</b></p>	<p><b>Experience working on assessment of data needs in the fields of sport, health or social science research context</b></p> <p>The Bidder and/or proposed resource should have experience within the last ten (10) years of closing bid date, working on projects aimed at assessing data needs in the field of sport, health or social science research context.</p>	<p>10 points</p>	<p>/10 points</p>	



	<p>Each project description should have a minimum of 100 words in length.</p> <p><b>Rating scale for RT5:</b></p> <ul style="list-style-type: none"> <li>- 1 to 2 projects = 3 points</li> <li>- 3 to 5 projects = 5 points</li> <li>- &gt; 5 projects = 10 points</li> </ul> <p><b>(Maximum 10 points)</b></p>			
<b>RT6</b>	<p><b>Bid Quality Assurance</b></p> <p>The Bid should include specific elements as follows: <b>(Maximum 25 points)</b></p> <p><b>Rating scale for RT6:</b></p> <ul style="list-style-type: none"> <li>- a schedule = 5 points</li> <li>- a project plan with timelines = 5 points</li> <li>- coherence of schedule with the project plan and timelines = 5 pts</li> <li>- a detailed budget = 5 pts</li> <li>- budget support of the proposed Financial Bid submitted by the Bidder = 5 pts</li> </ul>	25 points	/25 points	
<b>RT7</b>	<p><b>Bid Quality of Technical Proposal</b></p> <p>The Bid should be clear, well written and easy to understand; it should also meet all the requirements set out in this Request for Proposal.</p> <p><b>Rating scale for RT7:</b></p> <ul style="list-style-type: none"> <li>- Language and organization of the proposal are very clear, concise and easy to understand = 5 points</li> <li>- Language and organization of the proposal are at times vague and difficult to understand = 3 points</li> <li>- Language and organization of the proposal are very vague and very difficult to understand = 1 points</li> </ul> <p><b>(Maximum 10 points)</b></p>	5 points	/5 points	
<b>TOTAL MAXIMUM POINTS</b>		<b>100 points</b>		
<b>Minimum pass mark 75% (75 points)</b>				
		<b>SCORE</b>	<b>/100 points</b>	

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

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

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

See section "Integrity Declaration Form" located at **Annex "C" Offer of Services** (at the end of this document). It must be duly completed and submitted with the bid, **if applicable**.

#### 5.1.2 Additional Certifications Required with the Bid

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

- a) This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). If the certification (**refer to Annex "D"**) is not provided by the Bidder, the bid will be evaluated as being from a non-Aboriginal business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>.

**Consult Annex "D" form**, Set-Aside Program for Aboriginal Business.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

See section "List of names for integrity verification form" located at **Annex "C" Offer of Services** (at the end of this document). It must be duly completed and submitted with the bid.

## **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare an bid non-responsive, or to set-aside a Supply Arrangement, if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)" list at the time of issuing of a Supply Arrangement or during the period of the Supply Arrangement.

## **5.2.3 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Status and Availability of Resources**

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 is unable to provide a substitute with similar qualifications and experience, Canada may set aside the contract.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010B \(2021-12-02\)](#), 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 award to October 31, 2022 inclusive.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lise Berniquez  
Procurement Specialist  
Contracting and Materiel Management Directorate  
Canadian Heritage  
15 Eddy Street  
Gatineau, QC K1A 0M5

E-mail: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)

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

#### 6.5.2 Project Authority

The Project Authority for the Contract is:

**(To be identified at contract award)**

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 The Technical Authority for this Contract is:**

The Technical Authority for this Contract is:  
**(To be identified at contract award)**

The Technical Authority is the representative of the department 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. The Technical Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.5.4 Contractor's Representative**

**(To be identified at contract award)**

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

By providing information on its status, with respect to being a former public servant in receipt of a [\*Public Service Superannuation Act\*](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **6.7 Payment**

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B, Basis of Payment for a cost of \$ \_\_\_\_\_ **(to be inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.

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

### **6.7.2 Method of Payment – Milestone Payments**

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

- a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### **6.7.3 SACC Manual Clauses**

SACC Manual Clause C0705C (2010-01-11) Discretionary Audit

### **6.7.4 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);

### **6.8 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.

Invoices must be distributed as following:

An electronic copy must be forwarded to the Project Authority named in article 6.5.2 of the contract for certification and payment.

### **6.9 Certifications and Additional Information**

#### **6.9.1 Compliance**

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

#### **6.9.2 Canadian Content Certification**

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### **6.9.3 Aboriginal Business Certification**

6.9.3.1 The Contractor warrants that its certification of compliance is accurate and complete and in

accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the *Supply Manual* <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4> .

6.9.3.2 The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

6.9.3.3 Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B \(2021-12-02\)](#), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and,
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.12 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

## 6.13 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without

reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

#### **6.14 Dispute Resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

#### **6.15 Contract Administration**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



## ANNEX "A"

### STATEMENT OF WORK

#### 1. TITLE

Indigenous peoples in Sport Research and Data Plan

#### 2. BACKGROUND AND ASSUMPTIONS

##### 2.1 OBJECTIVE

The Department of Canadian Heritage (PCH) is seeking the services of a Contractor to lead the development and implementation of an *Indigenous peoples in Sport Research and Data Plan*, including a methodology and tracking tool to measure/report on the implementation of “culturally relevant programming”, as per the Budget 2017 funding for Indigenous sport.

The research and data plan must be designed by Indigenous peoples, for Indigenous peoples. It will include an engagement plan with protocols and processes for finding, contacting, and engaging with Indigenous sport communities. It will be developed in consultation and collaboration with groups such as the Aboriginal Sport Circle (ASC) and its member Provincial/Territorial Aboriginal Sport Bodies (PTASBs), First Nations Information Governance Centre (FNIGC), as well as non-Indigenous organizations, such as Statistics Canada, Indigenous Services Canada, Canadian Fitness and Lifestyle Research Institute (CFLRI), and others, to catalogue and review existing research and data and begin to address research and data gaps, including for sport for social development in Indigenous communities.

**IMPORTANT:** Since this contract aims at serving primarily Aboriginal populations, this contract request is set aside for Aboriginal suppliers in accordance with the Procurement Strategy for Aboriginal Business. Details on this Strategy and who qualifies as Aboriginal business can be found at Indigenous and Northern Affairs Canada website.

##### 2.2 CONTEXT

The Government of Canada (GoC) has a longstanding commitment to, and interest in, Indigenous peoples' sport participation and the Minister of Canadian Heritage has been mandated to develop additional programming to increase Canadians' participation in sport, with a particular focus on Indigenous peoples.

Indigenous peoples continue to face barriers to participation and representation in the Canadian sport system. The GoC recognizes that sport has a role to play in supporting the social development outcomes of the Truth and Reconciliation Commission of Canada (TRC)'s Calls to Action (CTAs). Sport Canada, a branch within the PCH, manages program funding that fosters the participation of Indigenous peoples in sport towards both sport development and social development outcomes.

The federal government is committed to fulfilling the TRC's CTAs. While sport can contribute to the many CTAs, there are five specifically related to sport (#87 to #91). Sport Canada works closely with Indigenous organizations, particularly the ASC, a federally funded organization and the national voice for Indigenous sport, to ensure the sport based CTAs are addressed in a manner that respects Indigenous views and reconciliation.

In response to CTAs #88 and #90, the GoC is investing \$18.9 million over five years, starting in 2017-2018, and ongoing funding of \$5.5 million on a four-year cycle thereafter, to support Indigenous Youth and Sport (IYS) initiatives in the following four areas:

- Indigenous sport leadership provided through contribution funding to the ASC;

- Culturally relevant sport programming provided through contribution funding to the Provinces and Territories through the bilateral agreements and to other national organizations such as National Sport Organizations (NSOs) and Multisport Service Organizations (MSOs);
- The North American Indigenous Games (NAIG) provided through contributions to the host society; and,
- Sport Canada's data and research which is operational funding.

Funding for Indigenous sport leadership and culturally relevant sport programming sunsets in 2021-2022, while the NAIG and data and research funding is ongoing.

Investments were allocated to the ASC to assume a greater leadership role on Indigenous sport development including support to NSOs and MSOs in developing culturally relevant sport programming based on the Indigenous Long Term Development Pathway; to ensure the development of a data and research strategy to track the relevant participation of First Nations, Inuit and Métis children and youth and satisfaction with the ASC's guidance and leadership on Indigenous sport. Funding under the data and research component was intended for quantitative and qualitative data pertaining to sport participation of Indigenous youth.

Two recent documents explored the need for Indigenous sport research and data.

First, on June 8, 2018, Praxis Consulting Limited (Praxis) submitted its report, **Aboriginal Sport Circle: Indigenous Research Initiative** to Sport Canada. Praxis is not an Indigenous-led company, however, it has experience in gaining Indigenous perspectives on policies, programs, services, and current events. Praxis was engaged to provide facilitation services to the ASC to explore the development of a research strategy for Indigenous sport, physical activity and recreation. The design of the facilitated session was informed by a working group. The four objectives of the sessions were:

- To explore a research agenda for Aboriginal sport and recreation in Canada;
- To generate thoughts and ideas regarding what is possible;
- To build enthusiasm and commitment to a collectively agreed upon vision; and,
- To generate early thoughts on an approach to providing leadership to the research agenda.

Recognizing that it was an introductory conversation, the goal was to generate ideas and identify divergent thinking without the need to draw conclusions or make decisions too early in the development process. The discussion was intended to inform efforts to develop a future research strategy. Participants included representatives from the ASC board of directors as well as selected individuals and key informants from the research community

Findings included the following:

- There is a need for a mechanism to provide leadership for the development of a national research agenda including short, medium and long-term priorities.
- No credible body currently exists to review research methods and content to ensure cultural appropriateness.
- Suggested roles for the ASC included leading, coordinating, and communicating research. The ASC could lead the creation of a research agenda to encourage research into the areas where there is a clear need for data and understanding.
- A community-based approach to defining research needs is necessary. The Indigenous community must play a central role in approving research regarding Indigenous people(s).
- There should be recognition of the diversity of/in Indigenous communities.
- There is a need for appropriate resourcing for Indigenous research.
- There is a need for effective communication of the research strategy.
- The research strategy should include information pertaining to preferred ways and protocols related to conducting research with Indigenous people.

Second, in March 2019, the CFLRI published a report (with support from Sport Canada and the Interprovincial Sport and Recreation Council) titled, ***Physical Activity and Sport Participation among Indigenous Populations: Considerations for a research strategy***. The document provides an overview of available information regarding participation in sport, physical activity and sedentary behaviours, as well as correlates associated with these behaviours among Indigenous children, youth, and adults. Along with the participation data, this report provides brief information about the survey methodologies and population surveyed. The report describes gaps in the research and suggests considerations for a data strategy that will be useful to inform community health, physical activity and sport programming and policy development, implementation and evaluation activities.

The report states, *“Data are needed to help understand sociodemographic correlates, social, system and environmental determinants, barriers, facilitators, motivators and outcomes of physical activity, sport participation and recreational activity among Indigenous populations. Such information will provide feedback on programming efforts, policies and strategies, inform promotion efforts, identify success, and provide the ability to monitor changes over time.*”

The report examines the current status of data collection and makes recommendations for future information needs, data collection strategies and research. The report states, *“To date, a paucity of data is available to provide a full and comprehensive picture or status report of all Indigenous nations in the country, including participation rates, and an extensive understanding of facilitating and challenging factors among Indigenous populations, let alone the unique expression and understanding of physical activity, recreation, and sport as a construct from a health, cultural, and historical perspective.”*

The report suggests considerations in formulating a comprehensive research strategy among the Indigenous population. These considerations should reflect First Nations, Métis, and Inuit populations, and the uniqueness of the communities, cultures, and identities within each of these populations, and the uniqueness of individuals living within and beyond these communities.

A research strategy would benefit from identifying principles, such as those in the CFLRI study:

- Led and designed by, or in conjunction with, Indigenous peoples for Indigenous peoples.
- Foster relationships and partnerships with organizations and researchers who have established surveillance mechanisms or population surveys.
- Understand that although data stewards may be determined for ethical and privacy purposes, the data should be shared among Indigenous populations in practical and useful ways, so that individuals and communities can utilize the information to help develop health communities.
- Adopt a comprehensive holistic approach that takes into account the considerable variation in beliefs, values, and cultures among Indigenous peoples.
- Take into consideration the unique population distributions, such as age.
- Track information at regular intervals to evaluate process and inform future research direction.
- Use research methods that are appropriate for Indigenous peoples, for example highlighting the importance of sharing and oral tradition.
- Use consistent methodology and questions over time to yield comparable trends.
- Ensure that instruments measure the constructs appropriately and that it measures appropriate content (face vs content validity).
- Ensure that research follows ethical and culturally respectful practices and follows established guidelines for Indigenous populations.

The report also outlined information and recommendations related to three priorities: 1) ensuring federal data collection activities are inclusive of Indigenous populations; 2) Indigenous data inventories; and 3) Indigenous data sovereignty.

Finally, Sport Canada has also identified specific data gaps that hinder funding and monitoring federal funds to the Indigenous sport sector. This includes the following:

- Data related to “quality of life index” of Indigenous peoples to help demonstrate a need for action and to show how lives of Indigenous peoples on reserves (and off) lag that of the rest of the population.
- Data related to delivery of Sport Canada’s Indigenous sport programming, there is a general lack of data to better determine Indigenous population distribution by province/territory, so that funds distribution using our funding formula, is more accurate/just.
- Data related to the Sport for Social Development in Indigenous Communities program (SSDIC), specifically, data challenges exist within Sport Canada’s Performance Information Profile. Sport Canada relies on provincial/territorial aboriginal sport bodies (P/TASB) reports for data on SSDIC projects’ social indicators such as safe and welcoming, advancement of participants social development objectives, participants feeling more positive about health and well being, positive attitude to school and employment, etc. It is not clear whether this is a reliable and accurate data source.
- Sport participation rates and experiences of Indigenous youth (gender disaggregated) that play sport, outside of school teams (i.e. girls/boys/trans/2-spirited, province, territory, on reserve, off reserve, age); what sports are being played, what sports are preferred but for which there is no access/programming, what are the barriers to sport participation (financial, distance, lack of coaching) broken down by Province, Territory, on reserve, off reserve.
- Sport participation rates for Indigenous girls and women.
- Percentage of carded athletes who are Indigenous.
- Percentage of National Sport Organization members/staff/leaders/coaches/board members/officials who are Indigenous.
- Data related to the development of Aboriginal Long-Term Participant Development (ALTPD) programming. To date, the ASC has contracted Sport for Life to conduct some work in this area, however, nothing is available at this time.

## 2.3 REFERENCE DOCUMENTS

List any background documents relevant to the technical requirements. These can include, but not limited to:

- Drawings;
- Specifications;
- Samples;
- Reports;
- Policies; and,
- Guidelines; etc.

Documents should be grouped in a logical manner and, it should be identified if one document takes priority over another. Each document must be specifically named and it should be identified how Contractors can access it (attached to the SOW or provided by the Technical Authority once Contract is awarded, etc.).

The following reference documents are listed in chronological order.

- *Sport Canada’s Policy on Aboriginal Peoples’ Participation in Sport. May 2005.*  
[https://www.canada.ca/content/dam/pch/documents/services/sport-policies-acts-regulations/aboriginal\\_v4-eng.pdf](https://www.canada.ca/content/dam/pch/documents/services/sport-policies-acts-regulations/aboriginal_v4-eng.pdf)
- *Honouring the Truth, Reconciling for the Future: Final Report of the Truth and Reconciliation Commission of Canada*, The Truth and Reconciliation Commission of Canada, 2015.  
<http://www.trc.ca/about-us/trc-findings.html>
- *Federal Budget 2017*, <https://www.budget.gc.ca/2017/home-accueil-en.html> Investment over five years, starting in 2017-2018, and ongoing to support Indigenous Youth and Sport initiatives to

enable more Indigenous children and youth to participate in sport by investing in the following areas 1) Indigenous sport leadership 2) culturally relevant sport programming 3) the North American Indigenous Games and 4) Sport Canada's data and research.

- *Aboriginal Sport Circle: Indigenous Research Initiative, February 15, 2018*, Praxis Consulting Limited, Report submitted June 6, 2018. (Available from Sport Canada)
- *National Inuit Strategy on Research*, March 2018. <https://www.itk.ca/national-strategy-on-research-launched/>
- *Physical Activity and Sport Participation among Indigenous Populations: Considerations for a research strategy*. Canadian Fitness and Lifestyle Recreation Institute (CFLRI), March 2019. (Available from Sport Canada)
- *Building a Foundation for Change: Canada's Anti-Racism Strategy 2019-2022*. 2019. <https://www.canada.ca/en/canadian-heritage/campaigns/anti-racism-engagement/anti-racism-strategy.html>.
- *What we heard report – Informing Canada's Racism Strategy*. 2019. <https://www.canada.ca/en/canadian-heritage/campaigns/anti-racism-engagement/what-we-heard.html#a2>.
- Sport Canada Enviro Scan – Indigenous sport. 2020-2021. (Available from Sport Canada)

### 3. SCOPE

The Contractor must provide facilitation, logistical and operational support in respect of organizing and executing the engagement process.

The Contractor will be required to provide sufficient and qualified human resources to complete the following tasks:

- Project coordination;
- Facilitation;
- Virtual meeting technical support;
- Note taking and report writing; and,
- Preparation and delivery of other final reports and presentations (mentioned in the "research plan" section above) intended for Indigenous communities' needs and uses.

Expected Results:

- The Contractor will provide Sport Canada with the necessary information to report on performance indicators to senior management and make determinations on whether the IYS investment is on-track to meet its short, medium, and long-term expected results. This will be achieved via a research and data plan.

### 4. REQUIREMENTS

#### 4.1 OVERVIEW OF REQUIREMENTS:

- Sport Canada seeks an Indigenous consultant(s) or consulting firm or a consortium/team of Indigenous researchers (Contractor) with expertise in developing Indigenous-centred research methodologies and conducting research and engagement.

- The Contractor will have extensive, specialized knowledge in research and evaluation. They will also have knowledge of the sport and physical activity area.
- Sport Canada recognizes the need to move away from research methodologies rooted in European epistemologies, to explore the meaning and attribution of 'impact' with First Nations, Inuit and Métis peoples and that this type of activity requires careful consideration and a different approach. Research can include non-Western, traditional knowledge and other ways of knowing.
- Sport Canada understands and is committed to approaches regarding Indigenous peoples of this land that are rooted in Indigenous ways of knowing and being.
- The Contractor will have expertise in Indigenous ways of knowing and be guided by methodologies that incorporate both Indigenous and Western worldviews. While the primary audience will be Indigenous sport communities, including networks and associations, PCH recognizes an appropriate role for knowledge keepers and Elders.
- Given Canada's colonial past, PCH also recognizes that First Nations, Inuit and Métis Peoples see themselves as distinct from Canadians, and that the colonial history and assimilation efforts by Canada has affected their cultures and languages. Sport has been a way to reclaim and revitalize Indigenous culture.

4.1.1 Sport Canada seeks a Contractor to develop the Indigenous peoples in Sport Research and Data Plan. The Plan will include a process for gathering and reviewing written materials (literature, grey literature, reports, etc.) and oral stories, testimonies, presentations, etc. The Engagement Plan will include protocols and processes for finding, contacting, and engaging with Indigenous sport communities, ensuring balanced representation among: First Nations, Inuit and Métis; representation from each region of Canada; and a balance of male, female and non-binary, gender non-confirming athletes. The plan will also include engagement with select non-Indigenous organizations that work/partner with Indigenous athletes and organizations.

4.1.2 The Contractor will establish an external advisory group of/from Indigenous sport communities. The proposal must include opportunities for this advisory group to participate by providing insight and feedback into the various stages of this research project.

4.1.3 Sport Canada will oversee the project and will approve the methodology, engagement plan and all other steps of the project, based on feedback from the external advisory group.

4.1.4 The Contractor will engage with stakeholders located throughout the country. Engagement will be with a group (chosen by the advisory group) of First Nations (both on and off reserve), Inuit, and Métis (both on and off settlements) stakeholder organizations, large and small, with regional representation across provinces and territories, and including remote, rural and urban perspectives. International organizations and relationships will also be explored. The Contractor will determine whether further engagement is recommended, and will be familiar with agreements related to sport where there is an obligation to consult.

4.1.5 The Contractor will review existing research and data and begin to address gaps. It will be developed in consultation and collaboration with groups such as, but not limited to:

4.1.5.1 Non-government organizations (NGOs) - Indigenous

- Aboriginal Sport Circle (ASC)
- National Indigenous Organizations (NIOs)
- First Nations Information Governance Centre (FNIGC)



- Provincial/Territorial Aboriginal Sport Bodies (PTASBs)
- Indigenous Community Research Partnerships  
An interdisciplinary team of Indigenous and non-Indigenous researchers whose goal is to promote community-centred research approaches that privilege Indigenous ways of knowing, doing and being through all aspects of the research lifecycle.  
See: <https://theconversation.com/indigenous-community-research-partnerships-can-help-address-health-inequities-152705>

#### 4.1.5.2 NGOs – Non-Indigenous

- Canadian Fitness and Lifestyle Research Institute (CFLRI)
- Sport Information Resource Centre (SIRC)
- Education institutions, universities and academics working in the Indigenous sport and physical activity area (e.g. E-Alliance, the gender equity in sport research hub has an Indigenous Research Lead)

#### 4.1.5.3 Federal government organizations

- Statistics Canada (STC)
- Indigenous Services Canada's (ISC) Strategic Research and Data Innovation Branch (SRDIB).
  - The SRDIB produces authoritative demographic and socio-economic statistics and research relating to Indigenous peoples in Canada, and supports the federal Indigenous policy research community through a suite of knowledge transfer, dissemination and engagement activities.
- Interdepartmental Committee on Indigenous Data.
  - A Director General level committee led by STC and ISC. The Committee provides a forum to discuss issues affecting the development, collection, management and use of indigenous data within the federal public service, in order to support reconciliation, to improve service delivery to indigenous peoples and communities, and to promote the self-determination of indigenous peoples.
- PCH
  - PCH's Reconciliation and Treaties Unit
  - PCH's Section 35 Working Group
  - PCH's Federal Anti-Racism Secretariat
- Indigenous Sport Development Work Group under the Federal-Provincial/Territorial Sport Committee
  - A work group co-chaired by the ASC and Sport Canada that brings together Indigenous sport stakeholders and federal-provincial/territorial governments to identify Indigenous sport priorities and co-create action plans to address them, including in relation to TRC CTAs.
  - This work is based on *active* reconciliation through the following principles:
    - a. **Recognition** – of Indigenous history from colonialism through to the current opportunity for reconciliation; acknowledge that past in the work to shape a positive future.
    - b. **Partnership** – advance our work using a partnership approach, including meaningful and timely engagement with Indigenous stakeholders;
    - c. **Indigenous-led, government-enabled** – collaboration will be informed and guided by the aspirations of Indigenous stakeholders;

- d. **Diversity** – acknowledge and value the rich diversity of traditional knowledge, cultures, customs, languages and histories of Indigenous stakeholders; and,
- e. **Respect** – all engagement under will be undertaken with due respect to each other and Indigenous Peoples.

## 4.2 SERVICE REQUIREMENTS:

The service requirements for this project include but are not limited to:

### 4.2.1 A research and data proposal:

- A statement demonstrating the Contractors' understanding of the research and data plan;
- Indication that the lead researcher is Indigenous and demonstrates Indigenous cultural awareness;
- Biographies of all project personnel including Indigenous affiliation as applicable;
- A detailed explanation of the approach and methodology for accomplishing the objectives stated in the Overview section;
- A work plan;
- An engagement plan;
- A budget detailing the anticipated costs associated with implementing the research project;
- A project timeline or schedule; and,
- Evidence of capacity to engage with representatives from Indigenous sport organizations in the official language (English or in French) of their preference. Indigenous language capability is an asset.

### 4.2.2 A methodological approach:

- Research on Indigenous ways of knowing and methodologies in the sport sector (for example, literature review, grey literature, oral stories, surveys, other);
- Research on existing work being done by Indigenous researchers;
- Engagement or discussion with other Indigenous researchers, academics, knowledge/culture keepers or other leaders;
- A draft structure or approach for how to understand Sport Canada's role in the sport sector from an Indigenous perspective; how Indigenous athletes touch the lives of First Nations, Inuit and Métis individuals, families, communities and Indigenous sport organizations across Canada; as well as an approach to understanding the role that Indigenous sport plays in 'reconciliation', 'decolonization' and their relationships with non-Indigenous audiences.
- A final, approved approach.

### 4.2.3 A research plan:

Based on the approved methodological approach, develop:

- A Research (written and oral materials) and Engagement Plan (sharing circles, one-on-one interviews, group interviews, telephone interviews, surveys, etc.). The engagement plan must



include individuals described above; interview/discussion guides; and other methods of research proposed for this project.

#### 4.2.4 A draft research study:

- Analysis of the results and responses from all engagement and research;
- Analysis of the sport data relating to Indigenous athletes;
- Insights from stories/case studies/specific examples of Indigenous athletes and/or sport organizations around value and impact;
- Discussion of wise practices gleaned from the research;
- Considerations/recommendations; and
- Conclusions.

#### 4.2.5 A final report and presentation:

- A final, approved report (including an executive summary; methodologies; analyses of all engagement and research results; results of the Contractor's investigation; and recommendations; and,
- A presentation to Sport Canada staff, with question and answer exchange.

The final deliverables need to be created with the needs and preferences of Indigenous peoples in mind. Therefore, it is important that the final report include some non-traditional deliverables to ensure the final outputs are of practical use for Indigenous communities. This could include, but not be limited to a video and/or audio record of key points that will be given to participants and their communities (and which will NOT be kept by PCH). It could also include a series of discussion sessions with implicated communities following the work to ensure time is taken to communicate clearly the findings of the work.

### 4.3 TASKS, ACTIVITIES AND DELIVERABLES

#### 4.3.1 THE CONTRACTOR WILL:

- Identify and document gaps in data to support the results and impacts of the IYS investment, in collaboration with the ASC, NSOs, MSOs, P/Ts, and P/TASBs, and outline survey needs to address the gaps. For instance, IYS performance indicators refer to a survey being conducted with PTASBs, NSOs, MSOS, but many of these surveys have not been completed.
- Consult and collaborate with key stakeholders such as ASC, CFLRI, FNIGC and Statistics Canada to assess, expand and coordinate data collection.
- Plan and deliver the facilitation of working sessions to discuss, design and plan the Indigenous peoples in Sport Research and Data Plan.
- Oversee the implementation of a detailed three-year research plan, with priorities. Provide a detailed research plan for each priority.
- Plan and complete research projects. Not all projects will need to be complete by the end of year one, however, a plan must be in place. Some research work will commence in year one. Examples of possible types of projects:
  - Develop a standard data collection tool which will report on the number of First Nations, Inuit, and Métis communities providing culturally relevant sport programming, as well as the number of Indigenous children and youth participating in these culturally relevant sport programs. Work will take place with the ASC.
  - Ensure that the data collected takes into account how diverse groups within the target population are impacted differently by the 2017 IYS investment (i.e. region, disability, age). This information will be used to inform future programming and policy updates.

- The 2017 Federal Budget provided operating funding to increase Sport Canada’s research and data capacity to assess the effectiveness of programs and policies related to Indigenous sport programming and to support adjustments. That funding also included provisions to support conducting a NAIG study to understand short and long term psycho-social impacts of participant involvement in the next NAIG Games (i.e. experience preparing and attending the games as well as their experience after the games).
- Other work could include literature reviews, surveys, etc.
- Complete a data ownership plan that will include a strategy for how to consult, handle and share results with First Nations/Inuit/Métis communities and Sport Canada, while honouring OCAP (Ownership, Control, Access and Privacy) principles. For instance, Sport Canada needs to measure Indigenous sport indicators in order to support continued and/or increased funding.

Data will measure the participation of Indigenous groups using a distinction-based and Gender Based Analysis (GBA+) approach, taking into account how diverse groups within the target population are affected differently by Indigenous sport investments (such as region, disability, age, gender). Data will also assess disaggregated Indigenous groups’ access to sport programming as well as these groups’ experiences with regard to safe and welcoming sport environments, further to federal investments in safe sport. Together, this information will be used to measure results of investments and inform future programming and policy updates.

**4.3.2** The Contractor will comply with ethics standards for research involving Indigenous peoples. This includes compliance with:

- Chapter 9 of the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans*, entitled “Research Involving the First Nations, Inuit, and Metis Peoples of Canada”;
- United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP);
- Duty to Consult and Free, Prior and Informed Consent (FPIC);
- OCAP Principles – First Nations Information Governance Centre (FNIG); and
- Modern Treaties Partners and Section 35 Rights Holders.

#### 4.4 RESOURCES REQUIRED

This project is open to an Indigenous consultant(s) or consulting firm or a consortium/team of Indigenous researchers (the Contractor). The Contractor shall provide a Research Consultant, Senior to conduct this project.

#### 4.5 PROJECT SCHEDULE AND DELIVERABLES

The exact time frame will be defined and determined in collaboration with the Contractor and Project Authority.

Item #	Description of Deliverables	Date required	Milestone Payment
1	Launch meeting with Project Authority	End-April 2022	40%
2	Provide draft Research and Engagement Plan (including methodological approach) for review and approval	End-May 2022	
3	Facilitation exercises	End-June 2022	20%
4	1 <sup>st</sup> Draft report	Mid-August 2022	20%
5	2 <sup>nd</sup> Draft report	Mid-September 2022	
6	Final report	End-September 2022	20%

7	Final presentation to Sport Canada staff with question-and-answer exchange	End-October 2022	
---	--	------------------	--

## 5. SUPPORT PROVIDED BY PCH

Sport Canada's Project Authority will:

- Provide overall project management authority;
- Provide the Contractor with initial background documents for review;
- Assist the Contractor with obtaining Sport Canada documents and data, when required;
- Assist the Contractor with obtaining a contact list of possible interviewees and attendees for the facilitated session(s);
- Provide access to staff members who will provide input and insight;
- Provide feedback to the Contractor on all deliverables; and,
- Will be the source of final approval and acceptance of all deliverables.

## 6. CONSTRAINTS

### 6.1 TRAVEL REQUIREMENTS

Due to the uncertainty of travel restrictions resulting from the COVID-19 pandemic, no travel will be essential. The Contractor must plan for all meetings and consultations to take place virtually/online.

### 6.2 LANGUAGE OF WORK

Work in relation to this project, including tasks and deliverables, will be completed in English or French. The Contractor must be capable (or provide a resource) that is capable of engaging all stakeholders in official language (French or English) of their preference, i.e. for conducting meetings and interviews, and reviewing literature and survey responses.

At minimum, one of the Contractor's resource must have the capacity to provide the required services in both official languages (French and English),

The Contractor must have the ability to produce materials in Indigenous languages if those are needed for the engagement.

The selected Contractor must commit to providing resources that make possible interactions with Indigenous stakeholders whose first language is an Indigenous language.

The Contractor will need to determine whether the final report should be available in the Indigenous languages of participating communities or organizations.

The Contractor will provide the final report in one of the official languages. Translation of report will be the responsibility of PCH.

### 6.3 WORK LOCATION AND ACCESS RESTRICTIONS

The Contractor will work from its own office facilities. Communication will be carried out via email, telephone and teleconference, with meetings and consultations conducted virtually/ online on MS Teams or Zoom.

There will be no access to government facilities or equipment.

### 6.4 OTHER

Unforeseen alterations to the work and/or schedule may be necessary due to the uncertainty of the situation and regulations resulting from the COVID-19 pandemic.

## ANNEX "B"

### BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) extra.

#### A- **Contract Period (*Date of Contract award to October 31, 2022*)**

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

#### 1.0 **Professional Fees**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$\_\_\_\_\_ as outlined below. The all-inclusive firm price includes any travel and living expenses. Customs duties are included, and Applicable Taxes are extra.

#### 2.0 **Milestone Schedule of Payments**

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Item No.	Deliverables	Delivery Date	Firm Amount (CDN\$)
1	Launch meeting with Project Authority	End-April 2022	\$  (40%)
2	Provide draft Research and Engagement Plan (including methodological approach) for review and approval	End-May 2022	
3	Facilitation exercises	End-June 2022	\$ (20%)
4	1 <sup>st</sup> Draft report	Mid-August 2022	\$ (20%)
5	2 <sup>nd</sup> Draft report	Mid-September 2022	
6	Final report	End-September 2022	\$ (20%)
7	Final presentation to Sport Canada staff with question and answer exchange	End-October 2022	
<b>Grand total (excluding applicable taxes)</b>			<b>\$ (100%)</b>

**ANNEX "C"**  
**OFFER OF SERVICES**  
**REQUEST FOR PROPOSALS 10210624**

**Indigenous peoples in Sport Research and Data Plan**

<i>(to be filled in by Bidder)</i>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> <i>(see the <a href="#">Standard Instructions 2003</a>)</i>	
<b>Bidder's GST/HST/QST number</b>	
<b>Tax rate to be charged on any resulting contract</b>	Specify percentage: _____ %
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"  Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?  Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
<b>Integrity Provisions</b>  (as per Part 5 of the bid solicitation)	<b>Declaration of Convicted Offences</b>  Integrity Declaration Form (to be completed only when you meet all three of the following conditions): <ol style="list-style-type: none"> <li>1. You are a government supplier</li> <li>2. You, one of your affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada and to the best of your knowledge and belief, the offence may be similar to one of the listed offences in the <i>Ineligibility and Suspension Policy</i></li> <li>3. You are unable to provide any of the certifications required by the <a href="#">integrity provisions</a>.</li> </ol> Click <a href="#">here</a> to complete the form and instructions for its submittal.

	<p><b>Required Documentation</b></p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> <li>- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors</li> <li>- Privately owned corporations must provide a list of the owners' names</li> <li>- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners</li> <li>- Suppliers that are a partnership do not need to provide a list of names</li> </ul> <p>Suppliers may use this <a href="#">form</a> to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the <a href="#">form</a> online, print, sign and attach it to the bid.</p>
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. Bidder certifies that it has read and understands all of the above certifications (1 through 5) in their entirety and will comply with them for the full term of the contract, if awarded a contract;</li> <li>3. This bid is valid for the period requested in the bid solicitation;</li> <li>4. All the information provided in the bid is complete, true and accurate; and</li> <li>5. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 6 -Resulting contract clauses, included in bid solicitation.</li> </ol>	
<p><b>Signature of Authorized Representative of Bidder</b></p>	
	<p style="text-align: center;"><b>Signature</b> <span style="float: right;"><b>Date</b></span></p>

## ANNEX "D" - SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

### 1. Conditional Set-aside for Aboriginal Business

1.1 This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). If the certification is not provided by the Bidder, the bid will be evaluated as being from a non-Aboriginal business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4> .

1.2 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.

1.3 The Bidder must check (x) 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.

1.4 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.

1.5 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.

1.6 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. Owner/Employee Certification - Set-aside for Aboriginal Business

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

a) 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".

b) 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