



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
 National Contracting Services
 Bid Fax: 1-866-246-6893
 Bid E-mail Address: soumissionsouest-bidswest@canada.ca

This is the only acceptable email address for responses to the bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

Comments:

Issuing Office:

Parks Canada Agency
 National Contracting Services
 Calgary, AB

Title: Facilitator – National External Engagement on Indigenous Stewardship – Parks Canada Agency	
Solicitation No.: 5P420-21-0348/A	Date: May 2, 2022
Client Reference No.: N/A	
GETS Reference No.: PW-22-00994456	

Solicitation Closes: At: 14:00 On: June 14, 2022	Time Zone: MDT
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Kirsten Sage	
Telephone No.: 587-436-5795	Fax No.: 1-866-246-6893
Email Address: Kirsten.sage@pc.gc.ca	
Destination of Goods, Services, and Construction: See Herein	

TO BE COMPLETED BY THE BIDDER

Vendor/ Firm Name:	
Address:	
Telephone No.:	Fax No.:
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):	
Signature:	Date:

IMPORTANT NOTICE TO BIDDERS

COVID-19 Vaccination Requirement

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is soumissionsouest-bidswest@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsouest-bidswest@canada.ca will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

Set-Aside Under the Procurement Strategy for Indigenous Business¹

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB.

Security Requirements

There are security requirements associated with this requirement. For further instructions consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a contract will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

Additional information on this Government of Canada initiative is available at:
<http://www.directdeposit.gc.ca>

¹ Procurement Strategy for Indigenous Business (PSIB) replaces Procurement Strategy for Aboriginal Business (PSAB)

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. COVID-19 Vaccination Requirement

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

1.2. Security Requirements

New personnel security clearance requests require the fingerprinting of individuals to conduct a criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by this requirement of the criminal record check process. Contractors who require personnel security clearances to perform a contract for the Government of Canada are responsible for all costs associated with obtaining the security clearances.

1.2.1. Before award of a contract, the following conditions must be met:

- (a) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (b) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

1.2.2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.3. Statement of Work

The Work to be performed is detailed under **Article 6.3** of the resulting contract clauses.

1.4. Bidders' Teleconference

A bidders' teleconference will be held on **May 12, 2022**. The conference will begin at **11:00 MDT**. The scope of the requirement outlined in the bid solicitation will be reviewed during the teleconference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the teleconference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than May 10, 2022 at 10 AM MDT.

Any clarifications or changes to the bid solicitation resulting from the bidders' teleconference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

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1.5. Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)²

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

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

1.6. 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.

² Procurement Strategy for Indigenous Business (PSIB) replaces Procurement Strategy for Aboriginal Business (PSAB)

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.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

Bids must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

Bids submitted in-person or by courier may not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) 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.

2.4. Applicable Laws

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

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

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. 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)

2.5.3. 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.

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the bid be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at **Annex B**.

3.1.1. Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Annex E to Part 4 of the Bid Solicitation**.

4.1.1.2. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical evaluation criteria at **Annex E to Part 4 of the Bid Solicitation**.

4.1.2. Financial Evaluation

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 (60%) and Price (40%)

4.2.1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria;
- (c) obtain the required minimum of 90 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 170 points.

4.2.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.2.3. 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.

4.2.4. 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%.

4.2.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

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

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

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

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

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.

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. COVID-19 Vaccination Requirement and Certification

In accordance with the *COVID-19 Vaccination Policy for Supplier Personnel*, the Bidder must provide the COVID-19 Vaccination Requirement Certification at **Annex F to Part 5 of the Bid Solicitation** prior to contract award, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

5.2.2. Set-aside for Indigenous Business

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business (PSIB)³. The Bidder must provide the information requested at **Annex G to Part 5 of the Bid Solicitation** prior to contract award.

5.2.3. 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-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

³ Procurement Strategy for Indigenous Business (PSIB) replaces Procurement Strategy for Aboriginal Business (PSAB)

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if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must provide the information requested at **Annex H to Part 5 of the Bid Solicitation** prior to contract award.

5.2.4. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Bidder must provide the information requested at **Annex I to Part 5 of the Bid Solicitation** prior to contract award.

5.2.5. Federal Contractors Program for Employment Equity – Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.6. Additional Certifications Precedent to Contract Award

5.2.6.1 Status and Availability of Resources

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

5.2.6.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

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. COVID-19 Vaccination Requirement

The *COVID-19 Vaccination Policy for Supplier Personnel* is applicable to the Contract.

6.2. Security Requirements

6.2.1. The following security requirements apply to and form part of the Contract.

6.2.1.1. The Contractor's personnel as well as their subcontractors that require unescorted access to work site(s) as well as access to sensitive assets or information must EACH hold and maintain a valid **RELIABILITY STATUS**, granted or approved by Parks Canada Agency Security Directorate (PCASD).

**Sensitive assets may include: Cash, artefacts, firearms, explosives, keys, vehicles, Historic sites and buildings, electronic equipment, IT networks, Critical installations and systems, etc.*

6.2.1.2. The Contractor's personnel as well as their subcontractors MUST NOT remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction

6.2.1.3. The Contractor must not use their own IT equipment and computer. They must use a Parks Canada Agency issued computer (laptop) and adhere to the following:

- (a) The Contractor agrees to take all reasonable care to protect sensitive government information and assets against unauthorized disclosure, loss, theft, fire, destruction, damage or modification;
- (b) No sensitive information (protected or classified) in paper format is to be relocated to the contractor's residence;
- (c) No classified information is to be processed on the laptop (Protected A & B only);
- (d) The Contractor agrees not to contract out any of the work nor work with the PCA laptop from any other location than their home office or a PCA office or site;
- (e) PCA Security is to be advised of the location of the laptop if requested and may follow up to ensure that these rules are abided by;
- (f) These measures are temporary and can be revoked by the PCA at any time; and
- (g) Parks Canada is not be responsible for operating costs, home maintenance, or any other incidental cost such as ISP costs.

6.3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at **Annex A** and the Contractor's technical bid entitled (*insert at time of contract award*), dated (*insert at time of contract award*).

6.3.1. Work Authorization Process – As-and-when Requested Services

6.2.1.1 Work Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Work Authorization (WA). The Work described in the WA must be in accordance with the scope of the Contract.

6.2.1.2 Work Authorization Process:

- (a) The Project Authority will provide the Contractor with a description of the work.
- (b) The WA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.
- (c) The Contractor must provide the Project Authority the proposed total estimated cost for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- (d) The Contractor must not commence work until a WA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a WA has been received will be done at the Contractor's own risk.

6.3.2. Canada's Obligation – Portion of the Work – Work Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through work authorizations is limited to the total amount of the actual work performed by the Contractor.

6.4. 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.

6.4.1. General Conditions

[2010B](#) (2021-12-02), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.4.2. Supplemental General Conditions

6.4.2.1. Contractor to Own Intellectual Property Rights in Foreground Information

[4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

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6.4.2.2. Compliance with On-site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.5. Term of Contract

6.5.1. Period of the Contract

The period of the Contract is from date of Contract to September 30, 2023 inclusive.

6.6. Authorities

6.6.1. Contracting Authority

The Contracting Authority for the Contract is:

Kirsten Sage

Advisor
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
Calgary, AB

Telephone: 587-436-5795
Facsimile: 1-866-246-6893
E-mail address: kirsten.sage@pc.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.

6.6.2. Project Authority

The Project Authority for the Contract is:

*** to be provided 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.

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Amendment No.:
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Kirsten Sage

Ver.02.09.2022

Client Reference No.:
N/A

Title:
Facilitator – National External Engagement on Indigenous Stewardship – Parks
Canada Agency

6.6.3. Contractor's Representative

The Contractor's Representative for the Contract is:

*****to be completed by the Bidder*****

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:
Telephone:	Facsimile:	
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

6.7. Proactive Disclosure of Contracts with Former Public Servants

***** SACC Manual clause A3025C to be inserted at contract award, if applicable *****

6.8. Payment

6.8.1. Basis of Payment: Cost Reimbursable – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in **Annex "B"**, to a limitation of expenditure of \$ **(insert at time of contract award)**. Customs duties are included and Applicable Taxes are extra.

6.8.2. Limitation of Expenditure

6.8.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ **(insert at time of contract award)**. Customs duties are included and Applicable Taxes are extra.

6.8.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by

the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.8.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8.3. Monthly Payment

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

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

6.9. Invoicing Instructions

6.9.1. 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.

Each invoice must be supported by:

- a. A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- b. A copy of the monthly report; and
- c. A copy of the Work Authorization, if applicable.

6.9.2. Invoices must be distributed as follows:

- a. The invoice must be forwarded electronically to the Project Authority for certification and payment.

6.10. Certifications and Additional Information

6.10.1. 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.

6.10.2. Aboriginal Business Certification

SACC Manual [A3000C](#) (2014-11-27), Aboriginal Business Certification

6.11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ***** to be inserted at contract award *****.

6.12. 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 supplemental general conditions [4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) The general conditions [2010B](#) (2021-12-02), General Conditions – Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Non-disclosure Agreement;
- (g) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (h) The Contractor's bid dated ***** to be inserted at contract award *****.

6.13. SACC Manual Clauses

- [A1009C](#) (2008-05-12) Work Site Access
- [A9068C](#) (2010-01-11) Government Site Regulations
- [B6802C](#) (2007-11-30) Government Property
- [B9028C](#) (2007-05-25) Access to Facilities and Equipment

6.14. Insurance Requirements

SACC Manual clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

6.15. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection

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Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.16. Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at **Annex C**, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX A

STATEMENT OF WORK

1. Title:

Parks Canada Agency (PCA) – National External Engagement on Indigenous Stewardship

2. Objective(s):

The objective of this project is to inform the development and/or amendment of Parks Canada Agency (PCA) policy instruments and tools to align with the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* (UN Declaration) through the introduction of a framework for Indigenous stewardship.

Through a National Engagement Process, PCA wishes to engage on a proposed framework for Indigenous stewardship with a range of target audiences, specifically with Indigenous communities, organizations, governments, and experts, as well as with other internal and external partners and stakeholders and Canadians. This engagement will support the development of an action plan for the PCA that is reflective of and adaptable to Indigenous perspectives and interests.

While PCA employees are developing the strategic approach to engagement, PCA is seeking assistance with the preparation, logistical planning, facilitation, documentation, and reporting for both in-person and online engagement sessions. PCA and the contractor will attend all meetings. The role of the contractor will vary in each engagement session depending on elements related to local contexts (e.g., PCA operations preference to facilitate sessions)

3. Background:

PCA Mandate Role and Commitments

<https://www.pc.gc.ca/en/agence-agency/mandat-mandate>

Government of Canada Priorities (Speech from The Throne 2021)

The Government will continue to invest in the empowerment of Indigenous Peoples.

Reconciliation requires a whole-of-government approach, breaking down barriers, and rethinking how to accelerate our work. Whether it is eliminating all remaining long-term drinking water advisories or implementing the UN Declaration, the Government is committed to closing the gaps that far too many First Nations, Inuit and Métis communities still face today.

Minister's Round Table

Among other things, as part of the [2020 Minister's Round Table](#), PCA committed to advance efforts to develop a framework for Indigenous stewardship in places the Agency administers through processes of collaboration and dialogue with Indigenous peoples and partners.

Indigenous Stewardship Framework Background

Past and present actions in many protected areas have impacted the relationships and responsibilities Indigenous peoples have with and to the lands, waters and ice they have stewarded for millennia. Parks Canada played a role in promoting the idea that nature or "wilderness" needs to be protected from humans. In some cases, Indigenous peoples were forcefully removed from Parks Canada administered places; such actions have contributed to lasting harms which continue to impact relationships to place, access and use of lands, waters and ice, the exercising of Indigenous rights and responsibilities, the intergenerational transfer of knowledge, and language transmission, which all have detrimental effects on

Indigenous cultural continuity.

In recognition of this history and the important roles and responsibilities of Indigenous peoples in protecting and conserving lands, waters and ice, Parks Canada has for a number of decades worked to nurture relationships with Indigenous communities and governments by shifting its approach to negotiations, creating new protected areas in cooperation with Indigenous peoples, exploring new governance arrangements, developing new partnerships, and attempting to tell a more inclusive story of Canada's history.

There is still work to be done to bring about a paradigm shift to approaches that respectfully align Indigenous relationships with and governance of lands water and ice. This will mean continuing to advance models of establishment, governance, and management of protected areas that are mandated to conserve natural and cultural biodiversity in ways that respect and support Indigenous aspirations and rights to be self-determined.

Parks Canada's current understanding of the work to be done is represented in a proposed Indigenous Stewardship Framework that is fundamentally about relationships with Indigenous peoples and in particular, restoring balance in those relationships.

Proposed Indigenous Stewardship Framework Elements

The proposed Indigenous Stewardship Framework is based on what PCA has learned from very preliminary discussions with Indigenous partners to date. The current proposed Framework is intended to help start and focus conversations in a positive way. Currently, the seven main elements of the Framework are:

- Shared Governance
- Practices on the Land, Water, Ice
- Economic Opportunities
- Indigenous Knowledge Systems
- Acknowledgements/Apologies
- Education & Awareness
- Relationships

Draft Engagement Plan

PCA plans to take a hybrid (virtual, in-person) approach to engaging with Indigenous communities, organizations and governments over the next 2 fiscal years. This engagement plan will build on existing relationships, and establish new relationships between PCA and Indigenous peoples across Canada while aiming to collaboratively develop policy instruments and tools.

As part of this engagement plan, it is expected that:

Round 1:

- ~70 virtual local meetings will be organized in collaboration with PCA's field units
 - Many field units already have an established relationship with local communities. In these situations, the contractor will be helping with the coordination of the session and note taking.

- In a few other PCA places, the contractor may be called upon to play a more active facilitation role in addition to the coordination and note taking.
- Local engagement sessions are expected to last between 2-4 hours.
- ~15 regional meetings requiring more detailed logistics and facilitation
 - 8-10 in-person meetings that will require coordinating travel / in-person dialogue.
 - Regional sessions are expected to last between 1-1.5 days.

Round 2:

- No local level engagement meetings are currently planned in round 2.
- ~15 virtual regional meetings requiring more detailed logistics and facilitation.
 - Regional meetings are expected to last between 1-1.5 days.

It is expected that 8 to 10 in-person sessions will take place in the first round of engagement (COVID-19 and operational restrictions permitting). In-person sessions will require close collaboration with PCA's regional offices as well as Indigenous communities to coordinate travel and logistics. In most cases, the consultant responsible for facilitation will be expected to travel to in-person sessions with up to two PCA National Office employees. Most regional in-person sessions will include ~15-25 Indigenous community members. It is expected that a few (~2-3) in-person sessions will be held in remote settings.

Engagement Principles

This flexible/adaptable engagement process on Indigenous Stewardship will be about building, nurturing and maintaining relationships. The following principles will be followed:

- Open dialogue will be key to sharing the truth about the past, ongoing issues, and priorities of Indigenous partners.
- Ethical space will be a guiding approach for dialogue – where all knowledge systems can interact with mutual respect, kindness, generosity and other values and principles.
- Cooperative development will ensure Indigenous partner and Parks Canada priorities and perspectives are reflected in the Framework, leading to the implementation of flexible enduring policies and actions.

4. Scope of Work:

By working closely with PCA's national and regional offices (relationship holders), the contractor is responsible for the following:

4.1 Tasks/Technical Specifications:

Implementation and facilitation - Both in person and online

Implementation and facilitation services for both in-person and online Indigenous engagement includes:

1. project management, including:
 - 1.1. ongoing planning work
 - 1.2. ongoing scheduling work
 - 1.3. ongoing administrative work
 - 1.4. ongoing coordinating work
-

- 1.5. ongoing logistical work
- 1.6. helping with the development and review of communications products, when required
- 1.7. delivering project on time and within budget and other constraints
- 1.8. reporting on progress monthly, and when requested
- 1.9. adjusting plans and course in response to challenges or failures
- 1.10. managing change and control procedures as part of engagement processes
- 1.11. achieving desired outcome(s)
2. culturally appropriate and inclusive engagement that integrates GBA+ with regard to, for example:
 - 2.1. women
 - 2.2. lesbian, gay, bisexual, transgender, queer and two-spirit plus people
 - 2.3. youth
 - 2.4. seniors
 - 2.5. people in rural, remote, isolated and northern communities
 - 2.6. people with low incomes
 - 2.7. people with low literacy or numeracy
 - 2.8. people with limited western scientific knowledge
 - 2.9. people who are differently abled
3. culturally appropriate and inclusive engagement with Indigenous peoples, for example:
 - 3.1. modern treaty and self-government agreement holders
 - 3.2. governments
 - 3.3. communities
 - 3.4. organizations
 - 3.5. elders
 - 3.6. women
 - 3.7. youth

A. In person and virtual engagement facilitation (where applicable)

Working closely with the regional offices (relationship holders) and the national office, implementation and facilitation services for Indigenous engagement includes:

1. logistics services, including:
 - 1.1. conducting ongoing logistical arrangements, such as booking venues, audiovisual needs, shipping materials needed, videoconference needs, teleconference needs etc.
-

- 1.2. ensuring inclusive meetings
- 1.3. ensuring accessible meetings
- 1.4. helping with the recruitment of participants
- 1.5. creating, sending and managing invitation and information-consent processes
- 1.6. coordinating, arranging and expending travel and hospitality requests (per the National Joint Council Directive) for participants (see section D)
- 1.7. coordinating and providing participant fees or fee payments, or financial support for participants (see section D)
- 1.8. communicating privacy rights, obtaining consent to use personal information
- 1.9. reducing the environmental impact of in-person events by, for example, avoiding single-use products, ensuring materials are recycled and printing only the necessary amount of paper; for more information, please consult Environment Canada's Green Meeting Guide
2. two-way dialogue engagement design and implementation services, including:
 - 2.1. engagement facilitation services, when required
 - 2.2. drafting meeting notes and/or records of discussion for each engagement session
 - 2.3. drafting monthly "what we've heard" documents
 - 2.4. for each round, drafting a summary "what we've heard"
 - 2.5. implementing two-way engagement (e.g. working in an ethical space setting) methods and techniques, appropriate to and with consideration of particular engagement objectives, which could include but are not limited to:
 - 2.5.1. methods that support shared understanding of facts and issues, setting the ground for dialogue and deliberation
 - 2.5.2. methods that address cognitive bias by helping participants to be aware of people's tendency to be more attentive to what confirms their views rather than what informs them
 - 2.5.3. methods that build consensus (that is, lead participants to find common ground on divisive issues)
 - 2.5.4. methods that create a safe-space for all those involved in the engagement, including traditionally marginalized groups
 - 2.5.5. methods that focus on problem solving
 - 2.5.6. methods that support creative thinking
 - 2.5.7. methods that allow involvement in decision making so participants have ownership of the results

B. Virtual Engagement (in addition to considerations above)

Implementation and facilitation services for virtual Indigenous engagement may include:

1. implementing, coordinating, and facilitating the use of digital and teleconference platforms or tools (Webex, MSTeams, Google Meets, Zoom, and/or others – depending on the needs of partners)
 - 1.1. web presence platforms and tools that support engagement objectives, which could include but are not limited to:
 - 1.1.1. facilitating participatory and deliberative processes
 - 1.1.2. implementing privacy-by-design standards, which require thinking of privacy at every stage, including the planning stage, rather than only the end
 - 1.1.3. thinking of every step of how a situation is lived, which may require using data
 - 1.1.4. getting virtual feedback from online participant using a variety of platform, as required
2. identifying, testing, selecting and deploying online tools appropriate to support of planned engagement activities in both official languages
3. designing and scheduling activities, such as adding new material
4. developing and applying rules of engagement ensuring a safe space (for example, no cyberbullying)
5. technical support of clients and participants (for example, supporting elders with technology)
6. collecting and monitoring of web analytics, including for:
 - 6.1. course correction
 - 6.2. collection, storage, maintenance and protection of information
 - 6.3. maintenance of tools
 - 6.4. technical support of clients and participants (for example, supporting elders with technology)
 - 6.5. formatting of data that is not proprietary and can be easily analyzed

C. Follow-up to Engagement Sessions

1. Work with regional and national PCA offices to coordinate follow-up activities after each engagement session by:
 - a. coordinating and tracking of questions, inquiries and various requests from the groups that have been engaged; this includes working with multiple PCA groups to ensure timely and thorough responses
 - b. planning, scheduling, administrating, coordinating and making logistical arrangement for follow-up meetings, as needed/requested
 - i. follow-up meetings will follow all tasks/technical specifications above unless differently agreed upon by PCA

D. Travel/ Hospitality/ Participant Fee(s)/ Fee Payments / Financial Support for Participants

1. Tasks

Contractor Must:

- 1.1. Make travel/hospitality/participant fee(s)/fee payments/financial support payments within five (5) business days of notification by Parks Canada, or sooner, when possible.
- 1.2. Cut cheques to participants as soon as possible after notification by Parks Canada. Maximum delay of payment is five (5) business days after notification.
- 1.3. Must pay community members by cheque.

2. Scope of Work

The Contractor must, once notified by Parks Canada of specific requirements, make venue bookings, issue payments for fee for service/participant fee(s)/financial support, pay vendors, etc. The required venues, caterers, and amounts to be paid to specific community members will be identified by Parks Canada.

The Contractor must pay the identified participants a fee for service/participant fee(s)/financial support for involvement in approved meetings upon notification from Parks Canada that a meeting has occurred.

The Contractor must book (where applicable) and pay for approved travel expenses, per diems, accommodation, taxis, and other travel expenses will be paid in keeping with the standard Treasury Board Directives, including lowest economy airfare.

5. Support Provided by Parks Canada:

Parks Canada will provide the name of participants that require travel arrangements, participant fee(s), financial support and/or fees for service in advance to the Contractor.

Parks Canada will confirm fee for service/participant fee(s)/financial support, as well as meeting dates, changes to scheduled meetings, as well as venue requirements and catering needs.

Parks Canada will provide a PCA laptop configured with proper security that must be returned upon completion of the work. The Contractor must follow PCA security considerations.

6. Draft Project Schedule:

- ♥ = Project Milestones
- ☺ = Contractor Deliverables
- R1 = Engagement Round #1
- R2 = Engagement Round #2

	Timeline (dates are approximate)	Activity	Comment
♥	Mid June 2022	R1 Local engagement start	
☺	Mid July 2022	R1 June monthly local engagement report completed	The first report may be drafted by both PCA staff and the contractor
☺	Mid August 2022	R1 July monthly report completed	Limited local engagement in July due to PCA regional capacity
♥	End of August 2022	R1 Regional engagement materials finalized	
♥	End of August 2022	R1 Regional engagement Executive Director – Operational offices prepped	
☺	End of August 2022	R1 Regional engagement invitation sent	
♥	Early September 2022	R1 Regional engagement start	
☺	Mid September 2022	R1 August monthly local engagement report completed	
♥	End of September 2022	R1 Up to 70 local engagement completed	
♥	End of September 2022	R1 Up to 15 regional engagement completed	
☺	Mid October 2022	R1 September monthly local engagement report completed	
☺	End of October 2022	R1 Local engagement report summary completed	
☺	End of October 2022	R1 Regional engagement report completed	
☺♥	Mid November 2022	R1 All participant travel/hospitality/participant fee(s)/incentives paid	
☺	Mid November 2022	R1 Engagement final report completed	
☺	Mid November 2022	R1 Local and regional engagement data collection completed and stored/saved	
☺	End of February 2023	R2 Regional engagement invitations sent	
♥	End of February 2023	R2 Regional engagement materials finalized	
♥	End of February 2023	R2 Regional engagement Executive Director – Operational offices prepped	

♥	End of March 2023	R2 Up to 15 Regional engagement completed	
😊	End of March 2023	R2 Engagement final report completed	
😊♥	End of March 2023	R2 All participant travel/hospitality/participant fee(s)/incentives paid	
😊	End of March 2023	R2 Regional engagement data collection completed and stored/save	
😊♥	End of May 2023	R3 Finalize/ follow-up regional engagement as needed	
😊♥	End of May 2023	Parks Canada Internal engagement “Lessons learned” session	
♥	End of May 2023	Ongoing engagement plan draft	
😊	End of June 2023	“What we’ve heard final document”	
😊	End of June 2023	Internal lessons learned session	
♥	End of September 2023	Ongoing engagement plan finalized	
😊♥	End of September 2023	Engagement “Lessons learned” document finalized	

6. Additional Contractor Responsibilities:

Contractor may be called upon to actively participate in the development of the ongoing engagement plan on an as and when requested basis.

ANNEX B

BASIS OF PAYMENT

****To be completed by the Bidder****

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) All prices are in Canadian dollars, FOB destination
- (d) Customs duties are included and Applicable Taxes are extra.
- (e) Total Combined Evaluated Estimated Bid Price Calculation:

For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A through Table D.

1. Firm Unit Price(s) – Required Services

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1	Planning and attendance of virtual engagement meetings as described in Annex A – Statement of Work	Per Meeting	85	\$	\$
1.2	Planning and attendance of in-person engagement meetings as described in Annex A – Statement of Work	Per Meeting	15	\$	\$
1.3	Travel days for in-person meetings	Per Day	20	\$	\$
1.4	Monthly Engagement Report	Per Monthly Report	14	\$	\$
1.5	Final Engagement Report for Round 1	Per Report	1	\$	\$
1.6	Final Engagement Report for Round 2	Per Report	1	\$	\$

1.7	"What We've Heard" Final document	Per Report	1	\$	\$
1.8	Internal Lessons Learned Planning, Session and Report	Per Report	1	\$	\$
A	Combined Estimated Total Firm Unit Bid Price(s) (excluding applicable tax)				\$

2. Firm Unit Price(s) – As and When Requested Services

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
2.1	Additional as and when services	Per Hour	450	\$	\$
B	Combined Estimated Total Firm Unit Bid Price(s) (excluding applicable tax)				\$

3. Estimated Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

C	Estimated Travel and Living Expenses (excluding applicable tax)	\$ 40,000.00
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4. Limitation of Expenditure – Participant Support

The Contractor will be reimbursed for payments made to participants in accordance with section E. of *Annex A – Statement of Work* in the performance of the Work

Item No.	Description	Estimated Amount (Not to Exceed)
4.1	Participant Support	\$ 200,000.00

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D	Estimated Total (excluding applicable tax)	\$ 200,000.00
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5. Estimated Total Combined Evaluated Bid Price

The total evaluated bid price is the sum of Tables A through D.

ESTIMATED TOTAL COMBINED <u>EVALUATED</u> BID PRICE (A + B + C + D) (excluding applicable tax)	\$
---	-----------

Notes:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

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ANNEX C

NON-DISCLOSURE AGREEMENT

*** to be completed after contract award ***

I, _____, recognize that in the course of my work as an employee or subcontractor of *** to be inserted at contract award ***, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **5P420-21-0348** between Her Majesty the Queen in right of Canada, represented by the Minister of the Environment for the purposes of the **Parks Canada Agency** and *** to be inserted at contract award ***, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: **5P420-21-0348**.

Signature

Date

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ANNEX D

ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

*** to be completed after contract award ***

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed

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Canada Agency

Mark “Yes” where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (*contractor*), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name: _____

Signature: _____

Date: _____

ANNEX E TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

1. Technical Bid Format

The technical bid must 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 strongly 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.

The Bidder is advised to pay careful attention to the wording used throughout this Request for Proposal (RFP). Failure to satisfy a term or condition of this RFP may result a bid being deemed non-responsive.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

2. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all of the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

Note: Any dates provided should indicate months and years (e.g. November 2008 – July 2015).

Item No.	Evaluation Criteria
2.1	<p>Proposed Project Lead's CV: Bidder must clearly identify one (1) Project Lead who must have a minimum of five (5) years experience on projects in coordinating engagement with Indigenous communities in Canada and submit a detailed CV listing the following elements:</p> <ul style="list-style-type: none">2.1.1 Identification of Project Lead and support staff2.1.2 Employment history2.1.3 Titles of previous projects including at least two (2) recent relevant project examples in the past five (5) years coordinating engagement with Indigenous communities2.1.4 Minimum one-year experience of coordinating in-person engagement with Indigenous communities2.1.5 Minimum one-year experience of coordinating virtual engagement with Indigenous communities2.1.6 Has worked with at least two (2) different Indigenous communities /governments <p><i>Evaluated against Mandatory Technical Criteria 2.1.1 through 2.1.6. And further evaluated under Point Rated Criteria 3.1 and 3.2.</i></p>

Item No.	Evaluation Criteria	Met / Not Met		Remarks / Notes
		To Be Completed by Evaluation Team		
2.1.1	The Bidder has clearly identified the <u>Project Lead and support staff</u> .	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.1.2	The Bidder identified the Project Lead's <u>employment history</u> including a minimum of five (5) years' experience coordinating engagement with Indigenous communities in Canada.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.1.3	The Bidder identified the Project Lead's <u>Titles of previous projects</u> including at least two (2) recent relevant examples in the past five (5) years coordinating in-person and virtual engagement with Indigenous communities	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.1.4	The Bidder identified that they have a minimum of one year experience of coordinating in-person engagement with Indigenous communities	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.1.5	The Bidder identified that they have a minimum of one year experience of coordinating virtual engagement with Indigenous communities	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.1.6	The Bidder has worked with and has knowledge of at least two (2) different Indigenous communities / governments	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
Item No.	Evaluation Criteria			
2.2	<p>Understanding of Scope and Objectives of the project and Work methods:</p> <p>Bidder must provide details on their understanding of the scope of work and how they intend to meet the objectives of the project.</p> <p><i>Evaluated against Mandatory Technical Criteria 2.2.1. Further evaluated under 3. Point Rated Technical Criteria.</i></p>			
Item No.	Evaluation Criteria	Met / Not Met		Remarks / Notes
		To Be Completed by Evaluation Team		
2.2.1	The Bidder has submitted information on their understanding of the work and how they intend to meet the objectives.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	

Bids that do not demonstrate and meet all of the mandatory technical criteria will be given no further evaluation.

3. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical criteria below. **The maximum number of pages (including text and graphics) for the Technical Portion is twenty (20) pages. Double-sided submissions are preferred. The following format should be implemented.**

One (1) 'page' means one side of a sheet of paper
 Paper size - 8.5"x11" (metric equivalent A4)
 Font size - minimum 10 pt Times New Roman or equal on all documents including charts etc. Margin widths - minimum 12 mm - 11"x17" fold-out sheets for spreadsheets, schedules, Gantt Charts, WBS, organization charts etc. will be counted as two pages.

The following are not part of the page limitation mentioned herein;

- Covering letter
- Table of Contents
- Front page of the RFP
- Front page of revision(s) to the RFP
- Section Dividers not containing text
- CVs

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the bid and will not be forwarded to the Evaluation Board members for evaluation.

For a bid to be declared responsive to the solicitation requirements it must meet or exceed the minimum weighted points required for the point rated technical criteria. Bids that do not meet or exceed the minimum weighted points required for the point rated technical criteria will be given no further evaluation.

Point Rated Technical Criteria 3.2 to 3.9 will be evaluated in accordance with 4. Generic Evaluation Criteria.

Item No.	Evaluation Criteria	Weight	Points Awarded <small>**To Be Completed by Evaluation Team**</small>
3.1	<p>Years of Experience: The Bidder should demonstrate the Project Lead's number of years of experience coordinating engagement with Indigenous communities in Canada. Points will be awarded as follows:</p> <p>Less than 5 years = 0 points 5 to less than 6 years = 2 points 6 to less than 7 years = 4 points 7 to less than 8 years = 6 points 8 to less than 10 years = 8 points 10 or more years = 10 points</p>	1.0	/10
3.1 <small>**To Be Completed by Evaluation Team**</small>	<p>Reference(s):</p> <p>Strengths:</p> <p>Weaknesses:</p>		

<p>3.2</p>	<p>Experience Examples: The Bidder should demonstrate the Project Lead has experience coordinating a number of projects relating to engagement with Indigenous communities in Canada or other topics directly relevant to the subject matter of the contract.</p> <p>The examples should clearly demonstrate multiple areas of this work including:</p> <ul style="list-style-type: none"> • Number of communities engaged • Number of engagement sessions performed • Degree of intricacy of engagement sessions • Logistical complexity of the engagement sessions <p>(evaluated using 4. Generic Evaluation Criteria)</p>	<p>2.0</p>	<p>/20</p>
<p>3.2 <small>**To Be Completed by Evaluation Team**</small></p>	<p>Reference(s):</p> <hr/> <p>Strengths:</p> <hr/> <p>Weaknesses:</p>		

<p>3.3</p>	<p>Understanding of Scope and Objectives of the project: The Bidder should clearly demonstrate an understanding of the scope and objectives of the work required to complete all tasks and deliverables identified in Annex A - Statement of Work.</p> <p>The submission should clearly demonstrate a high level understanding by detailing how they plan to implement multiple areas of this work including:</p> <ul style="list-style-type: none"> • objectives • engagement principles • scope of work • project schedule. <p>(evaluated using 4. Generic Evaluation Criteria)</p>	<p>1.5</p>	<p>/15</p>
<p>3.3 <small>**To Be Completed by Evaluation Team**</small></p>	<p>Reference(s):</p> <hr/> <p>Strengths:</p> <hr/> <p>Weaknesses:</p>		

<p>3.4</p>	<p>Understanding of Scope and Objectives of the project: Throughout their bid, the Bidder should demonstrate a general understanding of the components of the draft Indigenous Stewardship Framework. The submission should clearly</p>	<p>0.5</p>	<p>/5</p>
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	<p>demonstrate a high level understanding of the following components:</p> <ul style="list-style-type: none"> • Shared Governance • Practices on the Land, Water, Ice • Economic Opportunities • Indigenous Knowledge Systems • Acknowledgements/Apologies • Education & Awareness • Relationships <p>(evaluated using 4. Generic Evaluation Criteria)</p>		
<p>3.4 **To Be Completed by Evaluation Team**</p>	Reference(s):		
	Strengths:		
	Weaknesses:		
<p>3.5</p>	<p>Understanding Indigenous Engagement Practices: The Bidder should clearly demonstrate a strong understanding of how to implement engagement practices/processes relating to Indigenous communities in Canada and/or the world. This should be supported by a comprehensive and detailed work plan/ methodology.</p> <p>The submission should clearly demonstrate a high level understanding of the following components:</p> <ul style="list-style-type: none"> • Why PCA is engaging • Who PCA is engaging with • Roles and responsibilities • Principles of reconciliation • Indigenous Governance structures • Distinction based approach • Implementation of respectful and meaningful engagement • Value of Indigenous knowledge <p>(evaluated using 4. Generic Evaluation Criteria)</p>	<p>3.0</p>	<p>/30</p>
<p>3.5 **To Be Completed by Evaluation Team**</p>	Reference(s):		
	Strengths:		
	Weaknesses:		

3.6	<p>Innovative/adaptive/flexible Approach:</p> <p>The Bidder should design an innovative approach that fits the needs of this specific project.</p> <p>(evaluated using 4. Generic Evaluation Criteria)</p>	1.0	/10
3.6 <small>**To Be Completed by Evaluation Team**</small>	Reference(s):		
	Strengths:		
	Weaknesses:		

3.7	<p>Technical capacity:</p> <p>The Bidder should clearly demonstrate the technical capacity to support virtual engagement sessions.</p> <p>The submission should clearly demonstrate experience in coordinating/facilitating virtual meetings that include:</p> <ul style="list-style-type: none"> • Complex videoconference • Simultaneous translation • Numerous multimedia presentations • Breakout rooms • Other <p>(evaluated using 4. Generic Evaluation Criteria)</p>	2.0	/20
3.7 <small>**To Be Completed by Evaluation Team**</small>	Reference(s):		
	Strengths:		
	Weaknesses:		

3.8	<p>Facilitating Skills:</p> <p>The Bidder should clearly demonstrate the knowledge, skills and experience required to facilitate complex engagement sessions between PCA and Indigenous communities/governments while following engagement principles.</p> <p>The submission should clearly demonstrate how the facilitator would facilitate engagement meetings in the following settings:</p> <ul style="list-style-type: none"> • Where numerous different Indigenous communities with opposing/conflicting views are present • With potential political impacts • With limited time to prepare 	2.0	/20
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	(evaluated using 4. Generic Evaluation Criteria)		
3.8 <small>**To Be Completed by Evaluation Team**</small>	Reference(s):		
	Strengths:		
	Weaknesses:		

3.9	General proposal: Proposal is clear, well communicated, concise, logical, and professionally-written. (e.g. grammar and language is correct, ideas are organized in a clear and concise manner, formatting is well done, overall look and feel has been used) (evaluated using 4. Generic Evaluation Criteria)	2.0	/20
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3.9 <small>**To Be Completed by Evaluation Team**</small>	Reference(s):		
	Strengths:		
	Weaknesses:		

3.10	Official/Indigenous Languages: The Bidder should clearly demonstrate that they have or can provide the capacity to operate in both official languages and/or Indigenous languages. 20 points will be awarded to a bidder to clearly demonstrate that they have the capacity to operate in both official languages as well as 1 or more Indigenous languages. 15 points will be awarded to a bidder that clearly demonstrates that they have the capacity to operate in English and either French or an Indigenous language(s). 10 points will be awarded to a bidder that clearly demonstrates that they have the capacity to operate in English only.	1.0	/20
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3.10 <small>**To Be Completed by Evaluation Team**</small>	Reference(s):		
	Strengths:		
	Weaknesses:		

Maximum Points Available for Point Rated Technical Criteria	170
Minimum Points Required for Point Rated Technical Criteria	90

Bids that do not obtain the required minimum of **90** points overall for the point rated technical criteria will be given no further evaluation.

4. Generic Evaluation Criteria

For Point Rated Requirements 3.2 to 3.9:

- The degree to which the proposal satisfies the requirement of each criterion will be assessed and a score will be assigned ranging from 0 to 10. Scores will be assigned in accordance with the Generic Evaluation Criteria below, with 0 meaning the proposal completely fails to satisfy the requirements, and 10 meaning the proposal fully meets the outlined criterion.
- The assigned score out of 10 will then be multiplied by the weight indicated for that point rated evaluation criterion to determine the total value of points awarded.
- Technical bid evaluation will be performed by an evaluation board. Evaluation board members will individually evaluate the technical bid(s) and will rate each criterion using the Generic Evaluation Criteria. The evaluation board will then reach consensus on a final evaluated score for the technical bid(s). When reaching consensus on a final evaluated score for the technical bid(s), the evaluation board may award an odd number of points.

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
No information submitted	Lacks complete or almost complete understanding of the requirements	Some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the requirements
Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected		No significant weaknesses	No apparent weaknesses
	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced	Proponent is a leader in their field
Sample projects not related to this requirement	Sample projects are generally not related to this requirement	Sample projects generally related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Sample projects precisely related to this requirement
Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, could ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results	Exceptionally capable, no doubt of efficacy

Solicitation No.:
5P420-21-0348/A

Amendment No.:
00

Contracting Authority:
Kirsten Sage

Ver.02.09.2022

Client Reference No.:
N/A

Title:
Facilitator – National External Engagement on Indigenous Stewardship – Parks
Canada Agency

ANNEX F TO PART 5 OF THE BID SOLICITATION

COVID-19 VACCINATION REQUIREMENT CERTIFICATION

**** to be completed by the Bidder ****

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that
all personnel that

_____ (*name of business*) will provide on the resulting
Contract who access federal government workplaces where they may come into contact with public
servants will be:

(check the applicable option[s] below)

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;
or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the

_____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

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Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

ANNEX G TO PART 5 OF THE BID SOLICITATION

SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

**** to be completed by the Bidder ****

1. Set-aside for Aboriginal Business

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

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 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:

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

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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ANNEX H TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

**** to be completed by the Bidder ****

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder’s or Offeror’s organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners’ names.
- 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.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

Supplier’s Legal Name:		
Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership		
Supplier’s Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier’s Procurement Business Number (optional):		

List of Names

Name	Title

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Contracting Authority:
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Declaration

I, _____, **(name)**
_____, **(position)** of

_____, **(supplier's name)** declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature: _____

Date: _____

ANNEX I TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

**** to be completed by the Bidder ****

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes (<input type="checkbox"/>) No (<input type="checkbox"/>)

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.

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Ver.02.09.2022

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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: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?	Yes () No ()
---	-----------------------

If so, the Bidder must provide the following information:

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