

Request for Proposal: ISED205372

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REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Innovation, Science and Economic Development Canada

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

Proposition à: Innovation, Sciences et Développement économique Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée au(x) prix indiqué(s).

Instructions: See Herein

Instructions: Voir aux présentes

Comments – Commentaires

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235 rue Queen Street
Ottawa, Ontario, K1A 0H5

Title – Sujet Public Engagement on Artificial Intelligence with Indigenous Communities in Canada	
Solicitation No. - N° de l'invitation ISED205372	Date December 2, 2022
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on – le January 11, 2023	Time Zone Fuseau horaire Eastern Standard Time (EST)
F.O.B. - F.A.B. Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Inquiries to : Adresser toutes questions à: Davis Opie Davis.Opie@ised-isde.gc.ca	
Telephone No. - N° de téléphone 613-324-9165	
Destination – of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein Précisé dans les présentes	

Delivery required - Livraison exigée See Herein	Delivered Offered - Livraison proposée
Vendor/firm Name and full address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. - N° de télécopieur Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____ Signature	_____ Date



Request for Proposal (RFP)

For the provision of

**Public Engagement on Artificial Intelligence with
Indigenous communities in Canada**

for

**Innovation, Science and Economic Development
Canada**

ISED205372



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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Proposal (RFP) (also referred to herein as the “bid solicitation”) is divided into seven parts plus attachments and appendices, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Appendices include the Statement of Work, the Terms of Payment, the Security Requirements Check List, the Security Guide and any other appendices.

The Attachments include the Pricing Schedule, the Evaluation Criteria, the Certifications Required with the Bid, the Attestation Form, ISED General Conditions of a Service Contract, the Confidentiality Agreement, the Security Requirements for Suppliers and any other attachments.

2. Summary

Innovation, Science and Economic Development Canada (ISED) is soliciting bids (also referred to as “proposals”) for the services of a Contractor to provide support on Public Engagement on Artificial Intelligence with Indigenous communities in Canada as defined in Appendix “A”, Statement of Work (the “Work”), for a period commencing from date of Contract award to September 30, 2023.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-United States-Mexico Agreement (CUSMA), Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement and the Canada-Panama Free Trade Agreement.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the attachment titled Federal Contractors Program for Employment Equity - Certification.

3. Security

There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security Requirements, and Part 7 – Resulting Contract Clauses.

4. Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if required by the Contracting Authority, a statement and any requested supporting documentation including the laws under which it is registered or incorporated together with the registered or corporate name and place of business. These requirements also apply to bidders submitting a bid as a joint venture.

Definition of Bidder

“Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform the Work. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.



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Definition of Joint Venture

Association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement and to perform the Work.

5. Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders must make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation. The debriefing may be provided in writing, by telephone or in person.

PART 2 – INSTRUCTIONS TO BIDDERS

1. Glossary of Terms

TERM	DEFINITION / MEANING
RFP	Request for Proposal
ISED	Innovation, Science and Economic Development Canada or the Department
Mandatory requirements	Whenever the words “shall”, “must”, “will” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement. Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.
Should	The word “should” means an action that is preferred but not mandatory.
Minister	The Minister of Innovation, Science and Economic Development.
Canada	“means His Majesty the King in right of Canada as represented by the Minister of ISED and any other person duly authorized to act on behalf of that Minister”.

2. General Conditions

The general conditions as set out in Innovation, Science and Economic Development Canada's General Conditions of a Service Contract will form part of and shall be incorporated into the resulting contract. This document is available at the following website: [General Conditions of a Service Contract \(canada.ca\)](https://www.canada.ca/en/ISED/2019/06/general-conditions-of-a-service-contract.html).

3. Submission of Bids

- 3.1 Bids must be submitted only to Innovation, Science and Economic Development Canada by the date, time and place indicated on page 1 of the bid solicitation.

Electronic proposals must have separate files attached for each section as detailed in Part 3 – Bid Preparation Instructions. The subject line must be in the following format: Subject Line: Proposal for RFP# **ISED205372**. Total email file size cannot exceed 20MB.

Please note: Electronic Proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and the proposal will not be evaluated.

Ensure name, address, Closing Date, and Solicitation Number are clearly identified.

Failure to comply with 3.1 will be grounds for disqualification and proposal will not be evaluated.



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- 3.2 Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. In the event of a bid submitted by a contractual joint venture, the bid shall either be signed by all parties of the joint venture or a statement shall be provided to the effect that the signatory has the authority to bind all parties of the joint venture. Bidders who submit a bid agree to be bound by all parts of this solicitation, as well as all parts of the resulting Contract.
- 3.3 It is the Bidder's responsibility to:
- obtain clarification of any terms, conditions or technical requirements contained in the solicitation, if necessary, before submitting a bid;
 - prepare its bid in accordance with the instructions contained in the bid solicitation;
 - submit by closing date and time a signed complete bid;
 - send its bid only to the ISED Bid Receiving Area specified on Page 1 of the bid solicitation or to the address specified in the bid solicitation;
 - ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope(s) or the parcel(s) containing the bid;
 - provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation; and
 - include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.
- 3.4 Bids will remain open for acceptance for a period of not less than one-hundred and twenty (120) calendar days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) business days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- 3.5 Bid documents and supporting information must only be submitted in either English or French.
- 3.6 Pricing information must not be included in any section of the proposal other than the Financial Proposal section of the bid.
- 3.7 Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to legal obligations including the provisions of the *Access to Information Act*, R.S. 1985, c.A-1 and the *Privacy Act*, R.S. 1985, c. P-21, international obligations and judicial order.
- 3.8 Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- 3.9 Proposals received after the closing time and date shown will not be considered and will be returned unopened to the sender.
- 3.10 The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract and the Minister reserves the right to reject any proposal including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada's interest.

4. Notice to bidders

The following terms and conditions may apply to this solicitation:



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- 4.1 Bidders may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical capability to satisfy the requirement as stipulated in this solicitation.
- 4.2 a) For Canadian-based bidders, prices must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Taxes (HST) as applicable EXCLUDED.
- b) For Foreign-based bidders, prices must be firm (in Canadian funds) and EXCLUDE Canadian customs duties, excise taxes and GST or HST as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY ISED WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASED BIDDERS.
- 4.3 The contract term "Employment Equity" and any clause relating to international sanctions, if and when included in this document, apply to Canadian-based bidders only.

5. Enquiries - Bid Solicitation Period

- 5.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation, from the issue date of the solicitation up to the closing date (the "bid solicitation period"), must be directed ONLY to the Contracting Authority identified in the bid solicitation. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this request may (for that reason alone) result in the bid being declared non-responsive.
- 5.2 Bidders must reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care must 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 proprietary in 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders.
- 5.3 All enquiries regarding this bid solicitation must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. All enquiries must be submitted in writing no later than seven (7) working days before the bid closing date. Enquiries received after that time may not be answered.

The Contracting Authority is:

Name: Davis Opie
Title: A/Senior Contracts and Procurement Advisor
Email address: Davis.Opie@ised-isde.gc.ca
Telephone Number: 613-324-9165

- 5.4 To ensure consistency and quality of information provided to bidders, the Contracting Authority will simultaneously distribute any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 5.5 Meetings will not be held with individual bidders prior to the closing date and time of this RFP.
- 5.6 Amendments to the Bidder's proposal will not be accepted after the RFP closing date and time.

6. Applicable Laws



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

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

7. Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by Canada;
- g. negotiate with the sole responsive Bidder to ensure best value to Canada;
- h. accept, or waive, a non-material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder's proposal provided there is no change in the price quoted;
- i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j. retain all proposals submitted in response to this bid solicitation.

8. Price Support

In the event that the Bidder's proposal is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

9. Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

10. Conduct of Evaluation

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
- c. request, before award of any contract, specific information with respect to Bidder's legal status;
- d. conduct a survey of Bidder's facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;



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- e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation;
- f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- g. interview, at the sole costs of bidders, any Bidder and/or any or all of the resources proposed by bidders to fulfil the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

11. Conflict of Interest – Unfair Advantage

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.

The experience acquired by a Bidder who is providing or has previously provided the goods and/or services described in the bid solicitation (or similar goods and/or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest or unfair advantage exists.

12. Entire Requirement

The bid solicitation documents contain all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

13. Bid Challenge and Recourse Mechanisms

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



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14. Integrity Provisions - Bid

1. The [Ineligibility and Suspension Policy](#) (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.



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PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders prepare and submit their formal proposal as four (4) separately bound documents as follows:

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

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

All references to descriptive material, technical manuals and brochures must be included in the bid.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

The financial bid must be submitted as a separate package to the technical bid.

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

Bidders must submit their price(s) and/or rate(s), FOB destination; Canadian customs duties and excise taxes included, as applicable.

When the Bidder is required to bid a firm price for the work or any portion of the work, bidders must provide in their financial bid a price breakdown for the firm price quoted.

Any applicable taxes are to be shown separately.

When preparing their financial bid, bidders must review the Terms of Payment in Appendix B.

Electronic Payment of Invoices – Bid

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Option 1:

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):



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- () VISA Acquisition Card
- () MasterCard Acquisition Card
- () Direct Deposit (Domestic and International)
- () Electronic Data Interchange (EDI)
- () Wire Transfer (International Only)
- () Large Value Transfer System (LVTS) (Over \$25M)

Option 2:

- () The Bidder does not accept to be paid by Electronic Payment Instruments.

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

Section IV: Additional Information

In section IV of their bid, bidders should provide the following information:

1. their legal name;
2. their Procurement Business Number (PBN) (for additional information on how to register to obtain a PBN, refer to the following website: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>);
3. their full mailing address;
4. the name of the contact person (including this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.

2. Accessibility Standards

In accordance with the [Policy on the Planning and Management of Investments](#), the [Directive on the Management of Procurement](#) and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

1. demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
2. describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.



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ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive rates (in CaD) for each item identified.

The Contractor shall be bound by the fixed cost prices quoted in its financial bid for the work. No increase in its rates or prices will be accepted during the period of the Contract.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Pricing Requirement 1: Public Engagement on Artificial Intelligence with Indigenous Communities in Canada

Pricing schedule 1 – Milestone PRICING		
Contract Period : From contract award until September 30, 2023.		
Milestone No.	Description	Firm All-Inclusive Price (CAD\$) (Applicable Taxes excluded)
001	Report outlining Indigenous AI initiatives with a list of sources and identified initiatives, and a list of draft recommendations for future actions through which the Government of Canada can best reflect and support Indigenous engagement on AI (On or before March 31, 2023)	\$ _____
002	- A representative engagement strategy that includes: • a clear methodology and outreach plan for achieving a sufficiently representative engagement with Indigenous communities in Canada; • training and sourcing of engagement facilitators; and • plan for execution of deliberative workshops and co-construction of a summary report with workshop participants. (On or before April 30, 2023)	\$ _____
003	- Completion of deliberative workshops - A report and accompanying co-constructed recommendations (to be shared with the Working Group and full AI Advisory Council) (On or before September 30, 2023)	
Pricing Schedule 1 Total (applicable taxes extra) = (for evaluation purpose only)		\$ _____
Applicable taxes for Pricing Schedule 1 (insert the applicable tax)		PST: \$ _____ GST: \$ _____ HST: \$ _____



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BIDDER'S TOTAL EVALUATED PRICE Sum of Schedule 1 (Tax excluded) =	\$_____CAD
APPLICABLE TAXES	\$_____CAD



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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

The evaluation team reserves the right but is not obliged to seek clarification or verify any or all information provided by the Bidder with respect to this RFP.

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

2. Basis of Selection – Basis of Selection – Highest Combined Rating of Technical Merit (80%) and Price (20%)

- To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and
 - meet all mandatory criteria; and
 - obtain the required minimum of 70% overall for the technical evaluation criteria which are subject to point rating.
- Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
- To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
- To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
- For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

		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	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20$
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd



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ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

No points are awarded for the mandatory requirements, but each one must be met in order for the Bidder's proposal to proceed to receive consideration and points for the point-rated technical criteria.

ISED may choose to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

Mandatory Technical Criteria - Schedule 1 (MT) For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its subcontractors, affiliates and suppliers will be considered.		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	The Bidder must propose a team of resources that will have the capacity to conduct all the work described in the Statement of Work (Appendix A). In particular, the bidder must provide a description of its capabilities/experience specifically related to the following: <ul style="list-style-type: none">• Developing and implementing stakeholder engagement sessions, including Indigenous stakeholder engagement and facilitation.• Indigenous-specific culturally sensitive communication• Conducting environmental scanning and analyses	
MT2	The Contractor will provide an organizational chart of their project team with contact information for all resources to ensure a clear line of communication between ISED and the Contractor.	
MT3	The Bidder's proposed project team composition must include individuals from Indigenous communities in Canada.	
MT4	The Bidder must submit detailed CVs for each of their proposed resources from within their organizational chart that will be dedicated to this project. The information provided should include: <ul style="list-style-type: none">• A description of the roles of the team members• Level of experience of the team members specific to the project, including any relevant subject matter knowledge. **Client reserves the right to ask for additional resources.**	
MT5	The bidder must detail in its proposal the physical and human resources required to complete the deliverables, including any assistance that will be required from the Public Awareness Working Group (See Annex A).	
MT6	The Bidder must submit a detailed cost breakdown for the proposed activities, including advertising design, visual ID design, and promotion	



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	of workshops; workshop material production; facilitation /note-taking; event location costs; costs for temporary provision of software/hardware (if applicable), to be used for completion of the activities.	
--	---	--

2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

In order to qualify for the rating process, bids should respond to the following point rated technical requirements in the order shown and should include the referenced Section/Page from the Statement of Work (Appendix A) in the Bidder's proposal.

In addition, the Bidder's proposal must achieve an overall minimum technical rating of 70%.

Bids which fail to obtain the required minimum number of points will be declared non-responsive. Each point-rated technical criterion must be addressed separately.

Number	Point Rated Technical Criteria (RT)	Max Points	Min Points	Cross Reference to Proposal
RT1	<p>The Bidder should provide in its proposal, a methodology that demonstrates their understanding of the requirements/ objectives of the project as stated in Appendix A – Statement of Work.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none">- Provide a description of the approach and methodology that will be used to complete the deliverables outlined in the SOW:<ul style="list-style-type: none">a. outline the key activities required to meet the objective of the Statement of Work (up to 5 points per item identified in section 4.0 of the Statement of work);b. be workable and appropriate (up to 5 points per item);c. understanding of the objectives (up to 5 points per item);d. use of proposed resources (up to 5 points per item). <p>(Maximum of 30 points each, for a total of 120 points)</p> <ul style="list-style-type: none">- Describe how you envision the co-development process for this work. For example, what role will community members and participants play in the development of the report? (up to 10 points)• Identify any expected challenges for this Project and the proposed mitigation strategies. (up to 10 points)	140		
RT2	<p>The Bidder should demonstrate that their proposed resources have the experience and have performed the roles to be assigned to them under this contract.</p>	90		



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	<p>Each bidder needs to demonstrate their experience by providing three past projects within the last seven years from date of bid closing, for each activity below (one project can cover more than one activity):</p> <ol style="list-style-type: none">1. Developing and implementing stakeholder engagement sessions, including Indigenous stakeholder engagement and facilitation.2. Indigenous-specific culturally sensitive communications3. Conducting environmental scanning and analyses <p>Projects should:</p> <ul style="list-style-type: none">- be of similar scope and size as the work described in Appendix A – Statement of Work of this RFP. <p>To demonstrate this experience, the following information should be provided for each relevant project with a maximum of 500 words per project:</p> <ul style="list-style-type: none">- Project name;- Name and description of client organization;- Summary description including nature of work, start and end dates in month/year and the project budget;- Team members' responsibilities with respect to the project; and,- Number of hours spent on the project. <p>Points will be allocated as follows:</p> <p>A maximum of 30 points per project, as per the criteria below:</p> <ol style="list-style-type: none">a. relevance of the project in reference to the 3 activities identified above as per the statement of work (up to 15 points per project).b. tasks performed and responsibilities of the proposed resources (up to 15 points per project).			
RT3	<p>The Bidder may detail up to 3 relevant experiences completing past projects with a focus on Artificial Intelligence (AI) and/or emerging technologies within the last seven years from date of bid closing.</p> <p>To demonstrate this experience, the following information should be provided for each relevant project with a maximum of 250 words per project:</p> <ul style="list-style-type: none">• Project name;• Name and description of client organization;• Summary description including nature of work, start and end dates in month/year, and the project budget;	30		



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	<ul style="list-style-type: none">• Team members' responsibilities with respect to the project; and,• Number of hours spent on the project. <p>Points will be allocated as follows:</p> <p>A maximum of 10 points per project, as per the criteria below:</p> <ul style="list-style-type: none">c. relevance of the project to the statement of work (up to 5 points per project).d. tasks performed and responsibilities of the proposed resources (up to 5 per project).			
TOTAL POINTS AVAILABLE:		260	182	

ATTACHMENT 3 to PART 4 – MANDATORY FINANCIAL CRITERIA

Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids, which fail to meet the mandatory financial criteria, will be declared non-responsive. Each criterion should be addressed separately.

Mandatory Financial Criteria (MF)		
Number	Mandatory Financial Criterion	Bid Preparation Instructions
MF1	The maximum funding available for the Contract resulting from the bid solicitation is \$150,000.00 (Applicable taxes included) during the initial contract period. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.	



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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.

1. Certifications Required with the Bid

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

1.1 Integrity Provisions - Declaration of Convicted Offences

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

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.

2.1 Integrity Provisions – Required Documentation

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

2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2.3 Additional Certifications Precedent to Contract Award

2.3.1 Status and Availability of Resources

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



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2.3.2 Education and Experience

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

3. Conflict of Interest

In order to provide impartial and objective advice to ISED and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under a Contract shall not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to ISED, or affect or otherwise impair its objectivity in performing the work.

Should a Contractor subsequently become aware of such a potential conflict, it will notify the Project Authority immediately. By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that ISED reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which ISED deems appropriate.

Date: _____

Signature: _____

Title: _____
(Title of duly authorized representative of business)

Name of Business: _____



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ATTACHMENT 1 TO PART 5 - CERTIFICATIONS REQUIRED WITH THE BID

1.0 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;



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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.0 Federal Contractors Program for Employment Equity

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date : _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- () A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.



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OR

- () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification.
(Refer to the Joint Venture section of the Standard Instructions)



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PART 6 – SECURITY REQUIREMENTS

1. Security Requirements

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

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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.

For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

The Bidder must comply with the provisions of the Security Requirements Check List (SRCL) and security guide attached at [Appendix C](#).

In addition, the Bidder must submit, as part of their bid, the completed and signed Attestation Form (Part I) provided in [Attachment 1 to Part 6](#).

The Bidder must also review the Security Requirements in Section 2 of Part 7 - Resulting Contract Clauses, including [Appendix C](#) – Approved Verifications for the required Criminal Record Background Check, for security requirements related to this requirement which the winning Bidder must meet.



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PART 7 – RESULTING CONTRACT CLAUSES

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

1. General Conditions

Attachment 1 of Part 7, Innovation, Science and Economic Development Canada's General Conditions of a Services Contract, apply to and form part of the contract.

2. Security Requirements

The following security requirements (SRCL, security guide and related clauses) apply and form part of the Contract:

SECURITY REQUIREMENTS FOR SUPPLIER(S)

ISED RFP # ISED205372 – Public Engagement on Artificial Intelligence with Indigenous communities in Canada

PROTECTED B, RELIABILITY STATUS

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its facilities to process, produce, or store PROTECTED B information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Appendix C;
 - (b) *Contract Security Manual* (Latest Edition).

3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix A.

4. Term of the Contract

4.1 Period of the Contract

The Contractor shall, between the date of Contract award and the 30th day of September 2023, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Davis Opie

Title: A/Senior Contracts and Procurement Advisor

Department: ISED



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Telephone: 613-324-9165

Email: davis.opie@ised-isde.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.

5.2 Project Authority

(to be completed at contract award)

The Project Authority for the Contract is:

Name:

Title:

Organization:

Telephone:

Email:

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.

5.3 Contractor's Representative

(to be completed at contract award)

Name:

Title:

Telephone:

Email:

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the terms of payment, in Appendix B. Customs duties are included and Applicable Taxes are extra.

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

8. Certifications and Additional Information - 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.



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9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions, Innovation, Science and Economic Development Canada's General Conditions of a Service Contract;
- (c) Appendix A, Statement of Work;
- (d) Appendix B, Terms of Payment;
- (e) Appendix C, Security Requirements Check List (SRCL);
- (f) the Contractor's proposal dated _____ (*insert date of bid at contract award*) .

11. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

11. [APPLIES IF REQUIRED] FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)



APPENDIX A - STATEMENT OF WORK

1.0 Project Title:

Public Engagement on Artificial Intelligence with Indigenous communities in Canada.

2.0 Background:

The Public Awareness Working Group (the Working Group) of the Government of Canada Advisory Council on Artificial Intelligence (the Advisory Council) provides recommendations to the Government of Canada on how to boost public awareness and foster trust in Artificial Intelligence (AI) in order to better ground the Canadian discourse in a measured understanding of the technology, its potential uses, and its associated risks. The Working Group has been tasked with engaging Canadians in dialogue on AI. This mandate includes representation and inclusivity of marginalized populations. During its first phase of work in 2021, the Working Group undertook a pan-Canadian survey on the feelings and interests of Canadians towards AI and AI systems and a series of virtual public deliberations on AI use cases. The results were compiled into a report with recommendations for action. The Working Group is now seeking to build on this work in its second phase of work.

3.0 Project Requirement / Objective:

The Public Awareness Working Group will contract an Indigenous researcher or Indigenous-led research team to:

- review existing Indigenous initiatives on public awareness, literacy, and education related to AI, including initiatives aimed at bringing Indigenous people into the AI sector and Indigenous-led AI governance projects;
- provide a list of oral and written sources consulted and initiatives identified during this review; and
- using the findings of the review and the recommendations developed by the Working Group during its first phase of work, develop a set of draft recommendations for future action by the Government of Canada to reflect and support Indigenous initiatives on AI.

The overall aim of this work will be:

- to better understand Indigenous perspectives, priorities, and interests on AI,
- to learn from practices developed in Indigenous communities,
- to illustrate pathways to facilitate collaborations and relevant types of support that the Government of Canada can offer to platform, promote, and encourage community-led development of culturally relevant AI awareness projects, and
- to help policy-makers build meaningful inclusivity considerations as foundational elements of this work.

Using these recommendations, the vendor will convene a series of targeted deliberative engagements with Indigenous communities. These will be delivered in person, unless a virtual or hybrid format is required to comply with public health guidance. The engagement workshops will be designed to engage Indigenous people in Canada on whether the recommendations from the vendor's scoping exercise and the Working Group's 2021 report are reflective of the priorities and interests of Indigenous communities, and the ways these recommendations can be revised, expanded, and developed to better reflect these interests.

The profile of participants should be reflective of the diversity of Indigenous peoples within Canada, with consideration to intersectional issues such as status, gender, and age, and must include:

- Regional diversity,
- Indigenous Peoples in Canada living on reserve,
- First Nations, Metis, and Inuit participants,
- Indigenous Elders
- Indigenous youth, and
- Indigenous women.

The workshops would aim to engage with a total of 60 participants, but this number may be adjusted if another distribution is found to achieve more diverse and representative participation.



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Following the engagement workshops, the vendor will produce a final report including a summary of what was heard during the engagement workshops and the recommendations for Government of Canada action. The vendor will provide workshop participants with an opportunity to give feedback on an initial draft for consideration before the report's delivery to the Working Group.

4.0 Scope of Work / Tasks:

The contracted vendor will undertake the following tasks:

- (a) review existing Indigenous initiatives on public awareness, literacy, and education related to AI, including initiatives aimed at bringing Indigenous people into the AI sector and Indigenous-led AI governance projects;
- (b) produce a list of sources and identified initiatives, and draft recommendations;
- (c) draft an engagement and participant outreach plan with input from the ISED team;
- (d) train and source engagement facilitators;
- (e) conduct all engagement fieldwork adhering to all standards for the conduct of research within the Government of Canada; and
- (f) prepare relevant draft and final reports with accompanying recommendations.

5.0 Deliverables / Timelines:

The vendor must be able to provide the following deliverables by March 31, 2023:

- a report outlining Indigenous AI initiatives with a list of sources and identified initiatives, as described above, and a list of draft recommendations for future actions through which the Government of Canada can best reflect and support Indigenous engagement on AI.

The vendor must be able to provide the following deliverables by April 30, 2023:

- A representative engagement strategy that includes:
 - o a clear methodology and outreach plan for achieving a sufficiently representative engagement with Indigenous communities in Canada;
 - o training and sourcing of engagement facilitators; and
 - o plan for execution of deliberative workshops and co-construction of a summary report with workshop participants.

The vendor must be able to provide the following deliverables by September 30, 2023:

- Completion of deliberative workshops
- A report and accompanying co-constructed recommendations, to be shared with the Working Group and full AI Advisory Council

6.0 Constraints:

Not Applicable

7.0 Client Support:

The members of the Working Group will assist in the development of the engagement design and use cases, and provide advice to ISED on the direction of the engagement.

8.0 Work Location:

Work will take place at the Contractor's place of work.

9.0 Official Languages:

All communications with the vendor will be conducted in English or French (in accordance with the vendor's preference), with all deliverables (survey, any outreach materials, final report) being translated into the other official language by Innovation Science and Economic Development.



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10.0 Travel:

Travel may be required to/from the locations of the engagement sessions when necessary, in compliance with public health guidelines and travel restrictions. Any travel incurred by the Contractor will not be reimbursed by ISED.

11.0 Security:

The Contractor and/or their resources require a Reliability security clearance. Safeguarding of the collected data and distributed documents is required.

12.0 Intellectual Property:

The Crown will own the IP as the work falls under exemption 6.4.1 with the main purpose of the project is to generate knowledge and information for public dissemination.

13.0 Management of the Project:

This project will be managed by the Artificial Intelligence Hub - External Trade Policy Branch.



APPENDIX B - TERMS OF PAYMENT

1.0 BASIS OF PAYMENT

His Majesty the King in right of Canada agrees to pay the Contractor a sum not to exceed \$ *(will be completed at contract award)*, plus applicable taxes, for the work performed in accordance to the Statement of Work.

1.1 Pre-Authorized Travel and Living Expenses:

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

1.2 Initial Contract Period: *(will be completed at contract award)*

a. Fixed Cost:

1. Report outlining Indigenous AI initiatives with a list of sources and identified initiatives, and a list of draft recommendations for future actions through which the Government of Canada can best reflect and support Indigenous engagement on AI

Fixed Cost Price: \$

Due: On or before March 31, 2023

2. A representative engagement strategy that includes:

- a clear methodology and outreach plan for achieving a sufficiently representative engagement with Indigenous communities in Canada;
- training and sourcing of engagement facilitators; and
- plan for execution of deliberative workshops and co-construction of a summary report with workshop participants.

Fixed Cost Price: \$

Due: On or before April 30, 2023

3. Completion of deliberative workshops and a report and accompanying co-constructed recommendations (to be shared with the Working Group and full AI Advisory Council)

Fixed Cost Price:

Due: On or before September 30, 2023

Total Estimated Cost - Contract Period (excluding applicable taxes): \$ *(will be completed at contract award)*

2.0 LIMITATION OF EXPENDITURES

No increase in the total liability of His Majesty or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide



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any service that would cause the total liability of His Majesty to be exceeded without the prior written approval of the Contracting Authority.

3.0 METHOD OF PAYMENT – 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.

3.1 Electronic Payment of Invoices – Contract *(will be completed at contract award)*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M).

4.0 INVOICING INSTRUCTIONS

The invoices shall be sent to address indicated below. Each invoice should include the contract number, the Contractor's name, address, tax registration number(s) (if applicable), and a description of the work performed, including the number of days worked when the per diem rates are applicable, during the period covered by the invoice. The applicable tax(es) shall be submitted as a separate amount(s) on the invoice.

All of the above will be to the satisfaction of the Project Authority.



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**APPENDIX C - SECURITY REQUIREMENTS CHECK LIST (SRCL),
SECURITY GUIDE AND RELATED CLAUSES**

SRCL attached as part of RFP package.