

CANADIAN HERITAGE

REQUEST FOR PROPOSALS

REQUEST NUMBER: 10221454

TITLE OF PROJECT: Engaging Indigenous Partners Towards the Renewal of

Canada's Museum Policy

REQUEST DATE: January 11, 2023

CLOSING DATE AND TIME: January 30, 2023, 2:00 p.m., EST

ADDRESS ALL ENQUIRIES: Lise Berniquez

Procurement and Contract Specialist

Contracting and Materiel Management Directorate

Canadian Heritage

E-mail: contrats-contracting@pch.gc.ca

The Department of Canadian Heritage (PCH) has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The services are to be performed during the period of Contract award to be completed by June 30, 2023, as detailed in the Statement of Work.

If you are interested in undertaking this project, submit your proposal by 2 p.m. EST: January 27, 2023 by using the following accepted submission method:

IMPORTANT: Submission via e-mail

PCH will only accept proposals by e-mail. Bids transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or plus. It is the responsibility of the Bidder to assure that their complete e-mail bid be delivered to PCH by the specified date and time. Indicate the title of the Request for Proposal (RFP) in the e-mail object, the e-mail address is the following:

Contrats/Contracting (PCH)

contrats-contracting@pch.gc.ca

RFP : 10221454 Attention : Lise Berniquez

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

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



TABLE OF CONTENTS

PART 1 -	GENERAL INFORMATION	4
1.1	Introduction	4
1.2	Summary	4
1.3	Debriefings	5
1.4	Other information	5
ATTACH	MENT 1 TO PART 1 – LIST OF SUPPLIERS	6
PART 2 -	BIDDER INSTRUCTIONS	7
2.1	Standard Instructions, Clauses and Conditions	7
2.2	Submission of Bids	7
2.3	Former Public Servant	7
2.4	Enquiries - Bid Solicitation	8
2.5	Applicable Laws	9
2.6	Improvement of Requirement During Solicitation Period	9
2.7	Bid Challenge and Recourse Mechanisms	9
PART 3 -	BID PREPARATION INSTRUCTIONS	. 10
3.1	Bid Preparation Instructions	. 10
3.2	Section I: Technical Proposal	. 10
3.3	Section II: Financial Proposal	. 10
3.4	Section III: Certifications	. 10
3.5	Section IV: Additional Information	. 10
PART 4 -	EVALUATION PROCEDURES AND BASIS OF SELECTION	.11
4.1	Evaluation Procedures	. 11
4.2	Basis of Selection – Highest Combined Rating of Technical Merit and	
	NT-DALL ADDOMAL	
4.3	INTERNAL APPROVAL	
	MENT 1 TO PART 4, TECHNICAL CRITERIA	
	- CERTIFICATIONS AND ADDITIONAL INFORMATION	
5.1	Certifications Required with the Bid	
5.2	Certifications Precedent to Contract Award and Additional Information	
	- SECURITY, FINANCIAL AND OTHER REQUIREMENTS	
6.1	Security Requirement	
	RESULTING CONTRACT CLAUSES	
7.1	Security Requirements	
7.2	Statement of Work	
7.3	Standard Clauses and Conditions	
7.4	Term of Contract	.22



7.5	Authorities	23
7.6	Proactive Disclosure of Contracts with Former Public Servants	23
7.7	Payment	24
7.8	Invoicing Instructions	24
7.9	Certifications and Additional Information	24
7.10	Applicable Laws	25
7.11	Priority of Documents	25
7.12	Insurance - No Specific Requirements	26
7.13	Official Languages	26
7.14	Green Procurement	26
7.15	Dispute Resolution	26
7.16	Contract Administration	27
ANNEX	"A" - STATEMENT OF WORK	28
ANNEX	"B" - BASIS OF PAYMENT	34
ANNEX	"C" - SECURITY REQUIREMENTS CHECK LIST	35
ANNEX	"D" - OFFER OF SERVICES	38
ANNEX	"E" - SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS	40



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid:
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and,
- Part 6 Security, Financial and Other 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 Annexes include:

Annex "A" Statement of Work Annex "B" Basis of Payment

Annex "C" Security Requirement Check List

Annex "D" Offer of Services form

Annex "E" Set-aside Program for Aboriginal Business

Attachments include:

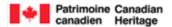
Attachment 1 to Part 1 – List of Suppliers Attachment 1 to Part 4 - Evaluation Criteria

1.2 Summary

The Department of Canadian Heritage (PCH) is seeking the expertise of a Contractor to lead an engagement process with a focus on Indigenous heritage organizations, leaders, and experts to gather perspectives on issues related to Indigenous heritage and the museum sector to inform the renewal of the national museum policy and corresponding programming response, in accordance with the Statement of Work attached hereto as Annex "A". The work will take place from Contract award to June 30, 2023.

1.2.1 The requirement is limited to Canadian suppliers.

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



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

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

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

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

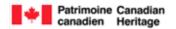
Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.3 Debriefings

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

1.4 Other information

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121 200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the OPO website.



ATTACHMENT 1 TO PART 1 - LIST OF SUPPLIERS

- 1. Creative Fire LP
- 2. Big River Analytics LTD
- 3. Johnston Research Inc.
- 4. Nordicity
- 5. Marcia Nickerson
- 6. T.I.7 Inc. o/a Innovation 7
- 7. Advantage Group of Companies
- 8. Cambium Indigenous Professional Services (CIPS) Inc.
- 9. Archipel Research & Consulting



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003 (2022-03-29)</u> Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

PCH will only accept proposal by e-mail at contracting@pch.gc.ca. Bids transmitted by facsimile or mail to PCH will not be accepted.

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

2.3 Former Public Servant

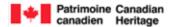
Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

2.3.1 Definitions

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

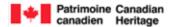
For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as



"proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

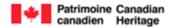
At their discretion, Bidders may indicate the applicable laws of a Canadian province or territory of their choice, without affecting the validity of their Bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is indicated, it means that bidders accept the applicable laws indicated.

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

PCH will only accept proposals by e-mail at contracting@pch.gc.ca. Proposals transmitted by facsimile or mail to PCH will not be accepted.

3.1.1 Submission via e-mail

IMPORTANT: The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or plus. It is the responsibility of the Bidder to assure that their complete e-mail proposal be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Proposals that arrive after the specified date and time will not be accepted.

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

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

Section IV: Additional Information

3.2 Section I: Technical Proposal

In their technical proposal, 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 proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the proposal, 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 proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II: Financial Proposal

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

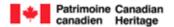
3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

In Section IV of their bid, Bidders must provide:

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.1.2 Rated Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

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

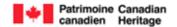
To be responsive, the Bidder must provide firm prices, using Annex "B" - Basis of Payment.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

4.2.1 Selection Process

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and,
 - c. obtain the required minimum 78 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 130 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available point equals 135 and the lowest evaluated price is \$45,000.

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

4.3 INTERNAL APPROVAL

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



ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

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

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

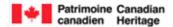
1. MANDATORY TECHNICAL CRITERIA

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.

Bidders should clearly identify the section(s) or page(s) in their proposals that provide the evidence that they meet the mandatory technical criteria.

	MANDATORY TECHNICAL CRITERIA	MET / NOT MET	REFERENCE TO THE PROPOSAL INDICATE SECTION(S) OR PAGE(S) OF THE BID
MT1	The Bidder qualifies for the Government of Canada Set-Aside Program under Canada's <u>Procurement Strategy</u> for Aboriginal Business. Bidders must provide with their Bid, a certification stating that they meet the definition of an Aboriginal business.		
	Note: Consult Article 1.2.3 of Part 1, General Information in regard to conditionally set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two or more bids have been received by Aboriginal businesses.		



	EXPERIENCE OF THE CONTRACTOR	
	The Bidder must have a minimum experience of five (5) research completed projects involving engagement with multiple and various Indigenous organizations and stakeholders on behalf of clients from the public sector. At least three (3) of these projects must reflect experience in working with Indigenous cultural or heritage organizations.	
MT2	The Contractor must demonstrate compliance with this criterion by providing the following information for each project (as mentioned above):	
	 a) Project name; b) Client; c) Description and scope of the project, and year completed d) Project methodology; and, e) Description of external stakeholders or organizations involved in the project. 	

2. MANDATORY FINANCIAL CRITERIA

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

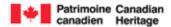
MANDAT	MANDATORY FINANCIAL CRITERIA (MF)				
ITEM NO.	DESCRIPTION	BID PREPARATION INSTRUCTIONS			
MF1	Total Cost - Not to exceed budget of \$75,000.00 excluding all taxes as per Annex "B", Basis of Payment.	The Bidder must complete Annex "B", Basis of Payment which will be used for evaluation purposes.			

3. POINT RATED TECHNICAL CRITERIA

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

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

ITE No	TOATED TECHNICAL COLLEDIA	POINTS / WEIGHTING	REFERENCE TO THE PROPOSAL INDICATE SECTION(S) OR PAGE(S) OF THE BID
RT	The Bidder should identify one (1) resource as the Project leader , one (1) resource as the Research leader and at least one (1) resource as Facilitator(s) . The same person can assume	/60 points (20 points per resource)	



more than one role, as long as the responsibilities do not interfere with each other.

The Bidder should also make available the necessary resources to support in-person or virtual meetings.

The resources proposed should meet all of the criteria noted below for the respective category of personnel for which they have been proposed. If it is the same person, they should meet the criteria for each of the categories of personnel for which they have been proposed.

The Bidder should provide the curriculum vitae of each proposed resource outlining their qualifications, training, education, related work experience and expertise in support of qualitative analysis and collaborative work or dialogue with a variety of stakeholders to demonstrate their ability to provide the services described in the Statement of Work.

- The Project Lead is a resource with experience managing the delivery of research, consultations or engagement activities between federal, provincial or municipal government and Indigenous organizations, and possesses experience working with virtual meeting platforms.
- The Research Leader is a resource with experience with focused qualitative research projects between federal, provincial or municipal government and Indigenous organizations using research methodologies such as (but not limited to) research/engagement using surveys, interviews, focus groups and/or roundtables or other relevant engagement methods. The individual has experience working with a variety of stakeholders and has the ability to adapt methodologies to specific audiences.
- The Facilitator(s) is a resource who has experience facilitating meetings or group discussions with Indigenous organizations' representatives.

Each proposed resource will be assessed separately. Scope of past achievements and experience will be taken into account in the evaluation of the proposals.

The following scale will be used (maximum of 20 points per resource):



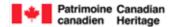
	 20 points: The proposed resource's profile is completely aligned with the intended project and scope, as supported by an impressive description of qualifications, training, education, language capability, related work experience that is deemed remarkable. 15 points: The proposed resource's profile is sufficiently aligned with the intended project and scope, as supported by a description of qualifications, training, education, language capability, related work experience that is deemed suitable. 10 points: The proposed resource's profile is moderately aligned with the intended project and scope, as supported by a description of qualifications, training, education, language capability and related work experience that is deemed acceptable. 5 points: The proposed resource's profile is insufficiently aligned with the intended project and scope, as supported by a description of qualifications, training, education, language capability and related work experience that is deemed inadequate. 0 points: The proposed resource's profile is not at all aligned with the intended project 		
	and scope, as supported by a description of qualifications, training, education, language capability and related work experience that is deemed irrelevant.		
	The Bidder should provide a summary (at minimum 2-4 pages) of their proposed approach and methodology to fulfill the mandate. This summary should address the following		
RT2	 An understanding of the project requirements (10 points); An understanding of the issues related to the project (20 points) Data sources, collection methods, samples and/or analysis methods (10 points); and, Anticipated issues and challenges and associated mitigation strategies (10 points). 	/50 points	
	Each component will be assessed separately and all aspects of the approach and		



	methodology, including strengths and weaknesses, will be taken into account in the evaluation of the proposals.		
	The following scale will be used for the evaluation of each component (maximum of 50 points total for RT2):		
	100%: Rated component is dealt with indepth, and information provided demonstrates a complete mastery of the subject. Bidder receives 100% of available points for this component.		
	80%: Information provided responds to all essential elements and demonstrates an understanding of all elements of the rated component. Bidder receives 80% of available points for this component.		
	70%: Information provided demonstrates understanding that is relevant to all elements of the rated component. Bidder receives 70% of available points for this component.		
	50%: Information provided demonstrates understanding that is relevant to most of the elements of the rated component. Bidder receives 50% of available points for this component.		
	30%: Information provided demonstrates understanding that is relevant to some of the elements of the rated component. Bidder receives 30% of available points for this component.		
	10%: Information provided demonstrates a minimal understanding that is relevant to the rated component. Bidder receives 10% of available points for this component.		
	O%: Information provided does not address the rated component. Bidder receives 0% of available points for this component.		
RT3	The Bidder should provide a Work Plan (at minimum 2-3 pages) demonstrating how the project objectives will be met in accordance with	/20 points	



	SCORE	/130 POINTS
TOTAL MAXIMUM POINTS Minimum pass mark 60% (78 points)	130 POINTS	
O points: The work plan is non-existent or unrealistic. Few of the tasks to be carried out are listed. No timeline is presented.		
5 points: The work plan is neither sufficiently detailed nor realistic. It lists only part of the tasks to be carried out, with a partial timetable.		
10 points: The work plan is relatively detailed and fairly realistic. It lists most of the tasks to be carried out, the deliverables and the timelines.		
15 points: The work plan is sufficiently detailed, realistic, consistent and complete. It lists most of the tasks to be carried out, the deliverables and the timelines. The work plan suggests the ability to meet the objectives while respecting the established timelines.		
20 points: The work plan is very detailed, realistic, logical and complete. It clearly lists all the tasks to be carried out, the deliverables and the timelines. The work plan is absolutely convincing as to the ability to meet the objectives while respecting the established timelines.		
The following scale will be used (maximum of 20 points):		
the established timelines. The plan should identify all tasks, deliverables, the duration of tasks and the associated level of effort for proposed resources in their respective resource categories. The plan should also identify the roles and responsibilities of all members of its proposed project team for all activities.		
	1	



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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Conditional Set-aside for Aboriginal Business

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

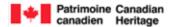
Consult Annex "E" form, Set-Aside Program for Aboriginal Business.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the



required documentation, as applicable, to be given further consideration in the procurement process.

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an bid, the Bidder certifies that the Bidder, and any of the Bidder's members, if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page? ga=1.229006812.1158694905.1413548969).

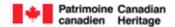
Canada will have the right to declare an bid non-responsive, or to set-aside a Supply Arrangement, if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Supply Arrangement or during the period of the Supply Arrangement.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

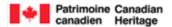
6.1 Security Requirement

- 6.1.1 At the date of bid closing, the following conditions must be met:
 - a. the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
 - 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 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;
 - d. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7- Resulting Contract Clauses; and
 - e. the Bidder must provide the address of each proposed site or premise of work performance and document safeguarding as follows:

Address:

Street Number / Street Name, Unit / Suite / Appartment Number City, Province, Territory / State Postal Code / Zip Code Country

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



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Security Requirements

- **7.1.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract:
 - 1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
 - The contractor/offeror personnel requiring access to protected information, assets or sensitive work site(s) must each hold a valid reliability status, granted or approved by the CSP, PWGSC
 - 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 up to the level of protected B
 - 4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
 - 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex "C";
 - b. Contract Security Manual (latest Edition).

7.2 Statement of Work

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

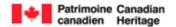
2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.3.2 Supplemental General Conditions

4007 (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract to generate knowledge and information for public dissemination.

7.4 Term of Contract

7.4.1 Period of the Contract



The period of the Contract is from contract award to June 30, 2023 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

E-mail: contrats-contracting@pch.gc.ca

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.

7.5.2 Project Authority

The Project Authority for the Contract is: (To be identified at contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 The Technical Authority for this Contract is:

The Technical Authority for this Contract is:

(To be identified at contract award)

The Technical Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the work under the Contract. The Technical Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Contractor's Representative

(To be identified at contract award)

7.6 Proactive Disclosure of Contracts with Former Public Servants

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



7.7 Payment

7.7.1 Basis of Payment – Firm Price

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

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

7.7.2 Method of Payment – Milestone Payments

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

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

7.7.3 SACC Manual Clauses

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

7.7.4 Electronic Payment of Invoices – Contract

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

a. Direct Deposit (Domestic and International);

7.8 Invoicing Instructions

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

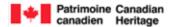
Invoices must be distributed as follows:

An electronic copy must be forwarded to the Project Authority named in article 7.5.2 of the contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

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



7.9.2 Canadian Content Certification

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

7.9.3 Aboriginal Business Certification

- **7.9.3.1** The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual https://buyandsell.gc.ca/policy-and-quidelines/supply-manual/annex/9/4.
- 7.9.3.2 The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- **7.9.3.3** Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

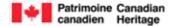
7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 4007 (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information:



- (c) the general conditions <u>2010B (2022-12-01)</u>, General Conditions Professional Services (Medium Complexity):
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List; and,
- (g) the Contractor's bid dated _____ (insert date of bid)

7.12 Insurance - No Specific Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.13 Official Languages

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

7.14 Green Procurement

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

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

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

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

7.15 Dispute Resolution

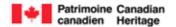
(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

7.16 Contract Administration

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



ANNEX "A" - STATEMENT OF WORK

1.0 Title

Engaging Indigenous Partners Towards the Renewal of Canada's Museum Policy

2.0 Background

2.1 Objective

The Heritage Branch within the Department of Canadian Heritage requires the services of a Contractor to launch an engagement project with Indigenous heritage organizations, leaders and experts to inform the Branch's work on the renewal of the national museum policy. To gain a broader perspective the Contractor will also seek the views of First Nations, Inuit and Métis beyond the heritage sector.

Through these engagements, the Heritage Branch seeks to learn how Indigenous partners think museums can answer the call to reconciliation and identify what types of tools and materials museums will need to support reconciliation work. The engagements will seek

Indigenous perspectives on the role of museums in society, resilience and sustainability in the heritage sector, preservation and access to collections, and promoting equity, diversity and inclusion. The findings and report from the Contractor will be used to inform the renewal of the museum policy.

The Contractor will possess a high-level overview of the requirements for this engagement process, which could range from informing, involving, engaging, to including an opportunity for Indigenous Peoples to have input in the final project report. This may involve working with an advisory panel, formed by the Contractor, to guide the work from the perspective of First Nations, Inuit and Métis.

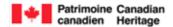
The Contractor will have expertise in Indigenous ways of knowing and be guided by methodologies that incorporate both Indigenous and Western worldviews. While the primary audience will be Indigenous heritage organizations, leaders and experts (including representatives from museums, cultural centres, and heritage associations), to gain a broader perspective, the Contractor will also engage with National Indigenous Organizations. The Department of Canadian Heritage recognizes the expertise of Indigenous Elders, Knowledge Keepers and Wisdom Keepers, and the importance of engaging them in this process.

2.2 Context

Canada first articulated a museum policy in 1972, but it has not been updated since 1990. The objectives of the 1990 policy were to encourage the preservation of significant and representative collections across Canada, foster better access by Canadians to their heritage and to enhance excellence in museum activities.

The 1990 policy still informs the federal government's programming response to the heritage sector (which includes not-for-profit non-federal museums, art galleries, archives, historic sites, zoos and botanical gardens) through funding programs, services and legislative measures. The objectives of the 1990 museum policy are supported through the following mechanisms which fall under the purview of Canadian Heritage: Museums Assistance Program (MAP), Moveable Cultural Property Program, Young Canada Works – Heritage, Canada Travelling Exhibitions Indemnification Program, Designation of Institutions and Public Authorities, Canadian Conservation Institute (CCI), Canadian Heritage Information Network (CHIN) and the administration of the *Cultural Property Export and Import Act*. The primary clientele for these programs and services are Canadian heritage institutions. Indigenous governing bodies or organizations with a mandate to preserve and support Indigenous heritage are also eligible applicants to many of these programs.

Museum associations and stakeholders have been advocating for a renewal of the policy for many years. The renewal of the national museum policy was also recommended by the Standing Committee on



Canadian Heritage in its 2018 report Moving Forward – Towards a Stronger Canadian Museum Sector, and again in its June 2022 report Arts, Culture, Heritage, and Sport Sector Recovery from the Impact of COVID-19.

Common challenges facing museums and other institutions managing heritage collections include:

- Capacity to advance reconciliation
- Capacity to address equity, diversity and inclusion
- Managing change brought about by the digital transformation
- Financial stability
- Capacity to care for growing museum collections and to make them accessible to Canadians

The Department recognizes Indigenous heritage organizations face similar, but also unique challenges, and that there have been many important social and legal changes on the road to reconciliation since the policy was last updated, including in recent years:

- Truth and Reconciliation Commission Calls to Action (2015)
- Missing and Murdered Indigenous Women and Girls Calls to Justice (2019)
- Indigenous Languages Act (2019)
- United Nations Declaration on the Rights of Indigenous Peoples Act receives royal assent (2021)
- Apology from the Prime Minister for the injustices of the residential school system (2022)
- Increased discussion around the decolonization of museums, as well as the repatriation of Indigenous artefacts and role in healing and cultural revitalization

A renewed museum policy is an opportunity to better reflect current realities and advance reconciliation.

Given Canada's colonial past, PCH also recognizes that First Nations, Inuit and Métis see themselves as distinct from Canadians, and that the colonial history and assimilation efforts by Canada, including museums, has affected Indigenous culture, language and heritage. Access to belongings tied to Indigenous culture and heritage can help communities reclaim and revitalize their culture, and contribute to a sense of identity and belonging.

Recognizing the unique challenges and perspectives of Indigenous Peoples in relation to their heritage and the historically-colonial museum sector, this Contract seeks to gather observations and recommendations on issues related to Indigenous heritage and the museum sector to inform updates to the national museum policy and any potential corresponding programming response.

The Contractor will conduct an engagement exercise with a focus on Indigenous heritage organizations, leaders and experts, as well as with their networks and associations, and produce a report with recommendations.

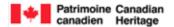
Contractors will engage online with stakeholders located throughout the country. Engagements will:

- Seek perspectives from Indigenous heritage organizations, leaders, and experts (including representatives from museums, archives, and cultural centres) with regional representation across provinces and territories, and including remote, rural and urban perspectives, and
- 2) Seek a broader perspective from First Nations, Inuit and Métis on key issues, primarily via engagement with National Indigenous Organizations.

PCH will consult with modern treaty holders directly.

2.3 Reference Documents

 Moved to Action: Activating UNDRIP in Canadian Museums (Canadian Museums Association, 2022)



- Arts, Culture, Heritage, and Sport Sector Recovery from the Impact of COVID-19 (Standing Committee on Canadian Heritage, 2022)
- Moving Forward Towards a Stronger Canadian Museum Sector (Standing Committee on Canadian Heritage, 2018)
- Government of Canada Survey of Heritage Institutions 2019 (Department of Canadian Heritage, 2020)
- Museum Policy 1990
- Task Force Report on Museums and First Peoples (3rd ed., 1994)

3.0 Scope of Work

3.1 Requirements

The project will consist of the following key components:

The Contractor will:

- Prepare an engagement plan and discussion guides/materials.
- Conduct research/engagements using interviews, focus groups, and/or roundtables.
- Engage with community-based and professional heritage organizations, as well as experts and leaders representing First Nations, Inuit and Métis heritage organizations, networks, and associations.
- Disburse Advisory Services to engagement participants, as appropriate.
- Provide recommendations to PCH managers and decision-makers.
- Prepare a written research report with recommendations in Word.

The Contractor must make recommendations that will:

- Outline Indigenous perspectives on the role of museums in society, resilience and sustainability in the heritage sector, preservation and access to collections, and embracing equity, diversity and inclusion.
- Identify key concerns and challenges of Indigenous heritage organizations and experts.
- Provide advice on ways the federal government can address concerns and challenges, in particular via a new museum policy, in order to advance reconciliation

The engagements are to be done primarily virtually and the Contractor will have the appropriate technical capacity and software to accomplish this effectively.

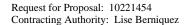
The department will supply a list of funded or otherwise known organizations and individuals. The Contractor will reach out beyond the list and consult with organizations, Elders, Knowledge Keepers, Wisdom Keepers and other relevant experts with which the department may not have a relationship.

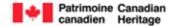
3.2 Desired outcome

The Heritage Branch aims to use the research and recommendations to update the national museum policy in ways that support and advance reconciliation with Indigenous Peoples.

Through the work of consultants, we wish to:

- Learn how Indigenous partners think museums can answer the call to reconciliation, with specific emphasis on the repatriation of cultural belongings and ancestral remains, and identify what types of tools and materials museums will need to support reconciliation work.
- Gather Indigenous perspectives on the role of museums in society, resilience and sustainability in the heritage sector, preservation and access to collections, and embracing equity, diversity and inclusion.





- Gather perspectives and recommendations on the challenges, barriers and opportunities facing Indigenous heritage organizations (including museums, cultural centres, and other facilities) and how can the museum policy address these.
- Gather observations and recommendations that will lead to concrete actions to inform the museum policy and potential programming response.

The Contractor will engage with individuals and groups of people that are involved in or associated with Indigenous-led and Indigenous-mandated heritage organizations, including but not limited to organizations that collect, preserve, interpret, research and study, and/or exhibit cultural collections which are regularly open to the public.

4.0 Tasks, Deliverables and Qualifications

Phase I: Project Initialization

The Contractor will conduct a preliminary meeting with the Technical Authority by telephone to develop the project work plan and to discuss recommendations and advice on methodologies and research methods.

Phase II: Engagement Plan

The Contractor will submit an engagement plan that includes an engagement guide and questions to be used in focus groups and interviews, and a list of stakeholders to be contacted with a corresponding estimate for Advisory Services costs.

The Contractor must submit the engagement plan by email to the Technical Authority. The Technical Authority must approve this before the national engagement initiative starts. The Technical Authority anticipates that the engagement plan will be a collaboration between policy analysts, program managers and Contractor as each group has knowledge of nuances from their various perspectives.

Phase III: Engagement Delivery

The Contractor will lead a national, primarily virtual, engagement initiative with stakeholders, including:

- Indigenous heritage organizations, leaders, and experts (including representatives from museums, archives, and cultural centres) with regional representation across provinces and territories, and including remote, rural and urban perspectives, and
- 2) First Nations, Inuit and Métis beyond the heritage sector, primarily via engagement with the five National Indigenous Organizations.

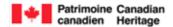
The Contractor will disburse Advisory Services to engagement participants, as appropriate.

Phase IV: First Draft Report

The Contractor must submit a draft version of the Report to the Technical Authority in Word format by email. The Contractor can only proceed to the next phase once the Technical Authority has approved the Draft Report, in writing.

This draft Report must:

- Adhere to the structural outline as approved by the Technical Authority in phase II;
- Contain a table of contents;
- Meet the project's main objectives;
- Contain a project summary and methodology;
- Report on the national consultation; and,
- Include findings, preliminary conclusions and recommendations tied to challenges and issues related to Indigenous heritage and the museum sector, and how the federal government can



address challenges and advance reconciliation through an updated museum policy and potential programming response.

Phase V: Draft Review and input towards final draft

After review of the First Draft of the Report by the Technical Authority, the Contractor will clarify any items or issues as raised by the Technical Authority and implement any necessary changes as part of the Report production process. These exchanges may take place in writing by email or by telephone as requested by the Technical Authority. The Contractor will submit updated drafts until the Technical Authority provides approval to proceed with the final version.

Phase VI: Presentation of the Final Version of the Report.

The Contractor will submit the final version of the Report to the Technical Authority by email in Word format for final approval by the Technical Authority. The Final report will include an Executive Summary of 6-8 pages that includes the project description, approach, findings, and recommendations. The Contractor must commit to presenting their work to the Heritage Branch. This presentation must be accompanied by a PowerPoint file.

4.1 Deliverables, associated Schedule and Milestones

The Contractor must deliver the following deliverables at the required date.

Phase #	Milestone	Date Required	Payment Schedule
1	Project Initialization	Fahruary 2022	050/
2	Engagement Plan	February 2023	25%
3a	Engagement Delivery & Disbursements of Advisory Services	March 2023	23%
3b	Engagement Delivery & Disbursements of Advisory Services	April 2023	12%
4	First Draft Report	May 2023	
5	Draft Report Review and input towards final draft	Mid-June 2023	20%
6	Final version of the Report and presentation	End-June 2023	20%

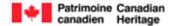
4.2 Format of deliverables

The Contractor may be required to provide deliverables in, but not limited to, the following formats:

MS Office (Word, Project, PowerPoint, Excel).

5. Constraints

5.1 Language Requirements

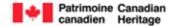


The language of work will be English and French. The Contractor will have the ability to engage with stakeholders in English and French as required, and to produce materials in Indigenous languages if those are needed for the engagement. The Contractor will ensure that verbal communications are in the preferred official language (English or French) of the participants. Written communications will also be in the preferred official language(s) of the participants.

The final written report and recommendations will be in English or French, or in both languages. PCH will translate the final report if needed.

5.2 Work Location

The Contractor will work from their own office facilities.



ANNEX "B" - BASIS OF PAYMENT

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

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

A- Contract Period (Contract Award to June 30, 2023)

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

1.0 Professional Fees

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

1.1 Advisory Services

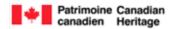
Advisory Services will be paid as appropriate (and primarily to Elders, Knowledge Keepers or Wisdom Keepers) for participation in an interview, meeting, focus group, or equivalent, and preparation time at the following rates:

- \$100/per hour for a maximum of \$500.00/day for a maximum of 50 participants, to a maximum of \$10,000.00.

2.0 Milestone Schedule of Payments

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

Item No.	Description of Deliverables	Delivery Date	Firm Amount (CDN\$)
1	Project Initialization	Echruany 2022	\$
2	Engagement Plan	February 2023	(25%)
3a	Engagement Delivery & Disbursements of Advisory Services	March 2023	\$ (23%)
3b	Engagement Delivery & Disbursements of Advisory Services	April 2023	(12%)
4	First Draft Report	May 2023	\$
5	Draft Report Review and input towards final draft	Mid-June 2023	(20%)
6	Final version of the Report and presentation	End-June 2023	(20%)
	\$ (100%)		



ANNEX "C" – SECURITY REQUIREMENTS CHECK LIST

Government Government of Canada du Canada			Contract Number / Numéro du contrat								
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					S	ecurity Classification / Classification d Protected B	e sécuri	Nê			
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			SECURITY REQUIRES								
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	u organisme gouv					Officila Languages & Heritage Group					
3. a) Subcont	ract Number / Num	ero du contrat de	sous-traitance 3. b) Name an	d Address	of Subcontractor / Nom et adresse du	sous-tra	aitant			
4. Brief Descr	ription of Work / Br	ève description du	traval								
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	the level of access										
			leau qui se trouve à la que ners, maintenance person		access to	restricted access areas? No access t	0	No		Yes	
PROTE	CTED and/or CLAS	SIFIED information	on or assets is permitted.					Non		Oui	
						es zones d'accès restreintes? L'accès					
6. c) is this a	commercial courie	r or delivery requir	EGES et/ou CLASSIFIES rement with no overnight st	orage?	aonse.			1 No		Yes	
			raison commerciale sans e		e de nuit?		"	Non	\Box	Oui	
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Security Classification / Classification de sécurité Protected B

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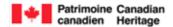




Contract Number / Numéro du contrat 10211454 Security Classification / Classification de sécurité Protected B

TBS/SCT 35	0-103(2004/12)	Security Classification / Class Protected			Canadă
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11. c) Will the poor at Les inst	production (manufacture, and/or repair the supplier's site or premises? alfations du fournisseur serviront-elles ASSIFIE?				No Yes Oui
	supplier be required to safeguard O visseur sera-t-il tenu de protéger des		OMSEC?		Non Oui
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	REMARQUE: Si plusieurs niveaus screened personnel be used for port connel sans autorisation sécuritaire p	ons of the work?		de la securite doit etre	No Yes Non Oui
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9. Will the sup	native, indiquer le niveau de sensibil plier require access to extremely ser	nsitive INFOSEC information or as		•	No Yes
If Yes, indic	eur aura-t-il accès à des renseignem ate the level of sensitivity:	ents ou à des biens COMSEC dé		ASSIFIÉS?	Non L Oui
PART A (cont 8. Will the sup	inued) / PARTIE A (suite) plier require access to PROTECTED	and/or CLASSIFIED COMSEC in	nformation or assets?		No Yes

Page 36 of 41





Contract Number / Numéro du contrat

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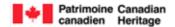
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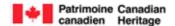
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ANNEX "D" - OFFER OF SERVICES REQUEST FOR PROPOSALS 10221454

Leading an engagement process with a focus on Indigenous heritage organizations, leaders, and experts to gather perspectives on issues related to Indigenous heritage and the museum sector to inform the renewal of the national museum policy and corresponding programming response.

(to be filled in by Bidder)	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) (see the Standard Instructions 2003)	
Bidder's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: %
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?
See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	Yes No
	If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?
	Yes No
	If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
Integrity Provisions	Declaration of Convicted Offences
(as per Part 5 of the bid solicitation)	Integrity Declaration Form (to be completed only when you meet all three of the following conditions):
	 You are a government supplier You, one of your affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada and to the best of your knowledge and belief, the offence may be similar to one of the listed offences in the <i>Ineligibility and Suspension Policy</i> You are unable to provide any of the certifications required by the integrity provisions. Click here to complete the form and instructions for its submittal.



Required Documentation

Section 17 of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:

- 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

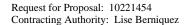
Suppliers may use this <u>form</u> to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.

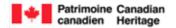
Complete the form online, print, sign and attach it to the bid.

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
- 2. Bidder certifies that it has read and understands all of the above certifications (1 through 5) in their entirety and will comply with them for the full term of the contract, if awarded a contract;
- 3. This bid is valid for the period requested in the bid solicitation;
- 4. All the information provided in the bid is complete, true and accurate; and
- 5. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in hid solicitation

	Signature	Date
Signature of Authorized Representative of Bidder		
included in bid solicitation.		





ANNEX "E" - SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

1. Conditional Set-aside for Aboriginal Business

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

1.2 The Bidder:

- certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 1.3 The Bidder must check (x) the applicable box below:
 - i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 1.4 The Bidder must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees.

OR

- ii. () The Aboriginal business has six or more full-time employees.
- 1.5 The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- 1.6 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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

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

a) I am	(insert "an owner" and/or "a full-time employee") of
	(insert name of business), and an Aboriginal person, as defined in
Annex 9.4 of the Supply	Manual entitled "Requirements for the Set-aside Program for
Aboriginal Business".	



b) I certify that the above statement is true and consent to its verification upon re Canada.	equest by
Printed name of owner and/or employee	
Signature of owner and/or employee	
Date .	