

Atlantic Canada Opportunities
Agency

Agence de promotion économique du Canada atlantique

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Atlantic Canada Opportunities Agency |
Agence de promotion économique du Canada atlantique
644 Main Street, P.O. Box 6051 | 644, rue Main, C.P. 6051
Moncton, New Brunswick (Nouveau-Brunswick)
E1C 9J8 CANADA
(Courier Address | adresse de messagerie: E1C 1E2)

OR/OU

E-mail: tenders-soumissions@acoa-apeca.gc.ca

BID SOLICITATION DEMANDE DE SOUMISSIONS

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Solicitation No Nº de la demande	Amendment No Nº de modification
P2400219	
Solicitation closes - La demande prend fin	File No N° de dossier
at - à 11:00 EST - 11h00 HNA	P2400219
on - le 2023-11-24	

Canadä

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Date of Solicitation - Date de la demande

2023-11-06

Address inquiries to - Adresser toute demande de renseignements à :

E-mail: tenders-soumissions@acoa-apeca.qc.ca

Area code and Telephone No. Code régional et Nº de téléphone 902-497-0850 Facsimile No. N° de télécopieur

Destination

Atlantic Canada Opportunities Agency | Agence de promotion économique du Canada atlantique 644 Main Street Moncton, New Brunswick E1C 9J8 CANADA

Instructions:

Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

Instructions

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et	adresse du fournisseur
Telephone No Nº de téléphone	
Facsimile No Nº de télécopieur	
Name and title of person authorized (type or print) Nom et titre de la personne autorisée (caractère d'impression)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements for this solicitation. EDit

1.2 Accessibility

Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the *Directive on the Management of Procurement*.

1.3 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.4 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.

1.5 Trade Agreements

This requirement is not subject to the provisions of any trade agreement.

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</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility</u> <u>and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to <u>tenders-soumissions@acoa-apeca.gc.ca</u> by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Former Public Servant

See following page

 $\begin{array}{l} \text{Buyer ID - Id de l'acheteur} \\ GLeBlanc \end{array}$

2.3 Former Public Servant Certification

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/offerors/ suppliers 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/ Offeror/Supplier 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 document:

"Former public servant" is any former member of a department as defined in the <u>Financial</u> <u>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.

Section 1 - Former Public Servant in Receipt of a Pension As per the above definitions, is the Bidder/Offeror/Supplier a FPS in receipt of a pension?			
Yes No No			
If not, please proceed to Section 3.			
If so, the Bidder/Offeror/Supplier must provide the following information, as applicable, for all FPS in receipt of a pension, and proceed to Sections 2 and 3:			
Name of Former Public Servant: Date of Termination of Employment or Retirement From The Public Service:			

By providing this information, Bidders/Offerors/Suppliers agree that the successful Bidder's/Offeror's/ Supplier's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Buyer ID - Id de l'acheteur GLeBlanc

Section 2 - Work Force Reduc	tion Programs				
Is the Bidder/Offeror/Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes No					
If not, please proceed to Section	า 3.				
If so, the Bidder/Offeror/Supplie	r must provide the following in	formation, and proceed to Sections 3:			
Name of Former Public Serva	int:				
Conditions of the Lump Sum	Payment Incentive:				
Date of Termination of Employment:	Amount of Lump Sum Payment:	Rate of Pay on which Lump Sum Payment is Based:			
		\$ /Week			
Period of Lump Sum Paymen	t:				
Start Date:	Completion Date:	Weeks:			
Other Contracts Subject to th	e Restrictions of a Work Fo	rce Reduction Program:			
Contract Number:	Contra	ct Amount (Professional Fees):			
	\$ \$				
		\$			
Total: \$					
	Total:	\$			
Section 3 – Certification	Total:	\$			
Section 3 – Certification This is to certify that the informa					
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This is to certify that the informa					

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 **Prince Edward Island.**

Bidders may, at their discretion, substitute 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 made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.6 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (soft PDF copy)
Section II: Financial Bid (soft PDF copy)
Section III: Certifications (soft PDF copy)

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

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

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

3.2 Accessibility

In accordance with the Treasury Board Contracting Policy 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 Statement of Work (SOW) and must:

- (i) demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

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 technical, financial, and evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture Experience

a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.1.1.2 Mandatory Technical Criteria

Refer to Annex C - Evaluation Criteria

4.1.1.3 Point Rated Technical Criteria

Refer to Annex C – Evaluation Criteria

4.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26) Evaluation of Price

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex B.

4.2 Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and

obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

- 2. Bids not meeting (choose "(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 each responsive the ratio of 40 %.

- 6. For 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 points equals 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall Techni	ical 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 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rat	ing	83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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.

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 additional information listed below within the time frame specified 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 procurement 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <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.

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

6.5 Authorities

Telephone:

6.5.1 Contracting Authority

Name: Gary LeBlanc

Title: Contracting for Services Officer

Directorate: ACOA-APECA Address: 644 Main Street P.O. Box 6051

Moncton, New Brunswick

Canada E1C 9J8 902-497-0850

E-mail address: contracting-marches@acoa-apeca.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Department Name and Address

Contact Name:

Telephone:

Facsimile:

E-mail address:

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

6.5.3 Contractor's Representative

Contact Name:

Telephone:

Facsimile:

E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <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 Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment: Cost Reimbursable – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex "B" to a limitation of expenditure of \$

Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$_____. Applicable Taxes are extra.
- No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.8 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) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.9 Schedule of Milestones

Milestone No.	Completed Deliverable	Firm Amount
1.	 Delivery and acceptance of review of ACOA's Destination Development Programs, and Stakeholder interviews 	30% of total cost
2.	 Delivery and acceptance of review of other approaches to destination development in Atlantic Canada, and Delivery and acceptance of a minimum of 3 summaries on communities that have been successful in tourism destination development 	30% of total cost
3.	Delivery and acceptance of the final report	40% of total cost

6.10 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.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority identified at section 6.5.2 for certification and payment.

6.11 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>".

6.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Prince Edward Island**.

6.13 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 <u>2010C</u> (2022-12-01) General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Evaluation Criteria;
- (f) the Contractor's bid dated .

6.14 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide
 the services of those individuals unless the Contractor is unable to do so for reasons beyond its
 control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.15 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.16 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a) Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee; and
- b) During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c) If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation; and
- d) If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e) In addition to any other rights it has under the Contract, Canada may terminate the Contract f or default if the corrective measures required of the Contractor described above are not met.

6.17 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or

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damage to property (including real property) caused as a result of or during the performance of the Contract.

6.18 SACC Manual Clauses

SACC Manual Clause G1005C (2016-01-28), Insurance – No Specific Requirement

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ANNEX "A" STATEMENT OF WORK

Community-Led Tourism Development in Atlantic Canada

1.0 Purpose

1.1 Objective

ACOA is requesting proposals from qualified persons to undertake a comprehensive review and analysis of ACOA's destination development programs and other emerging tools and approaches to support community-led tourism planning.

1.2 Background

As one of seven federal regional development agencies across the country, the Atlantic Canada Opportunities Agency (ACOA) has a mandate to support economic development in Atlantic Canada. To promote growth and innovation in the tourism sector, ACOA offers a series of tourism-focused tools and solutions.

To help communities plan for tourism development, ACOA offers three community tourism destination development programs: the Strategic Tourism for Areas and Regions (STAR) Program, the Strategic Tourism Expansion Program (STEP) and the Destination Market Readiness (DMR) Program. Guided by a pre-qualified program consultant, the programs utilize various engagement processes to help communities and regions develop strategic tourism plans.

Since first introduced in 2011, these programs have been instrumental in furthering tourism development across the region. However, some communities have been more successful than others in implementing their tourism plans. ACOA is interested in learning how these programs can better equip communities for success.

The Agency has received specific suggestions for improvement including shifting from pre-qualified consultants to facilitators to empower communities to truly guide the process, amending the community screening process, offering more program flexibility based on community needs, and strengthening components of community engagement. In addition, the context within which the programs are being delivered has changed over time. For example, the pandemic has generated significant challenges for the sector, new stakeholders have emerged, consumer trends are changing, and new opportunities are arising.

New approaches to community planning have also been emerging around the region, and the Agency is interested in further exploring these methods to determine what learnings can be applied to ACOA's existing destination development programming. These include an asset-based model being delivered through the Gros Morne Institute for Sustainable Tourism (GMIST) and a community-led tourism planning process underway in New Brunswick. ACOA is piloting elements of these approaches in current destination development projects and would like to glean insights from all of these to best support future community tourism planning efforts.

2.0 Requirements

2.1 Scope of Work

2.1.1 Steering Committee - Immediately following the award of the contract the contractor will meet with the Steering Committee, made up of representatives from ACOA. During this meeting, the contractor will have the opportunity to review the scope of work, project goals and timelines. At this time, the

contractor will be provided with or given the opportunity to request copies of any reports, documents, or other information relevant to this assignment. The committee will remain engaged throughout the life of the project to provide support and guidance to the contractor and to review deliverables as they become available.

2.1.2 Review of ACOA's Destination Development Programs – The contractor will review ACOA's existing destination development programs and tools. Specifically, this review will address the following topics:

1) Program Design

The contractor must determine if the programs provide sufficient flexibility to meet community needs, create challenges to successful community development and/or are duplicating others available in the region. Where applicable, the contractor must make recommendations on improvements that could be made to program design.

2) Program Information and Resources

The contractor must review the community screening process and its effectiveness in evaluating community readiness. The contractor must consider what improvements may improve the manuals and other prepared materials. Additionally, the contractor must provide considerations to update materials to reflect current industry trends and recommendations to effectively disseminate program information to participating communities.

3) Consultant Selection Process and Certification

ACOA programs are delivered by a group of pre-qualified 'certified' tourism consultants. The contractor must review the certification process including criteria, selection, ongoing training, and feedback approaches. The contractor must also be asked to consider consultant roles and responsibilities within ACOA destination development programs to best support community-led planning.

4) Project Implementation

Plans resulting from ACOA destination development programs are implemented with varying degrees of success. The contractor must explore what factors contribute to successful implementation and what challenges may be preventing action. Thoughtful consideration should be applied to the existing strategic plans and whether they are reflective of community priorities and easily actionable. Recommendations should be provided around follow-up support within the programs and potential approaches to improve plan implementation.

5) **Program Budget**

The contractor must explore whether budget allocations by activity and rates are sufficient for effective program implementation.

6) Program Evaluation

The contractor must review current evaluation tools and suggest improvements where applicable for continuous improvement.

2.1.3 Key Stakeholder Consultations – The contractor must solicit input from key stakeholders involved in ACOA's destination development programs. These will include:

1) Program Participants

- a. The contractor must prepare a discussion guide to be delivered to past and current participants in the three destination development programs, for an anticipated 12-15 interviews (individual or in small groups). Interviews are expected to be conducted virtually. Participant selection will include representatives from both communities and regions that have implemented plans following the completion of a program, and from those which did not proceed to implementation.
- b. If scheduling permits, the contractor may also obtain input from former or current participants by attending any forums, workshops or discussions organized outside the scope of this RFP, but that occur during the timeframe of this project.

2) Certified Program Delivery Consultants

The contractor must develop a guide to lead discussions with a minimum of **five certified consultants** who have led communities through ACOA's destination development programs. These discussions should provide input into qualifying processes, contracting processes with communities, available training on the programs, strengths of the program as a model for tourism destination planning, challenges in program delivery, effectiveness of program structures, tools and resources, and the program budget allocations.

3) ACOA and Provincial Government Representatives

The contractor must develop a guide to lead discussions with ACOA and provincial government staff engaged in destination development program projects. These interviews (individual and/or small group) are expected to explore the Agency's role in the programs, the value of these programs to provincial partners, and government involvement in program delivery. **Six to eight interviews** are anticipated.

When the discussion guides have been approved by the Steering Committee, ACOA will provide a list of stakeholders and contact information.

These interviews are to provide insight into the effectiveness of the program tools, the consultant certification processes, the community screening process, and elements of success/barriers to plan implementation.

2.1.4 Review of Other Approaches in Atlantic Canada - In consultation with the Steering Committee, the contractor must scan tools and resources used to support communities in destination development in Atlantic Canada. This will include programs offered through GMIST and an investigation of its Asset-based Community Development (ABCD) approach; an assessment of the destination planning approach undertaken by a region in New Brunswick; and monitoring of pilot projects integrating elements of the ABCD approach into

ACOA destination development programs. As well, consideration should be given to existing provincial programs which support community tourism planning.

This review will include community screening, content and delivery, participant engagement, costs, supports for implementation, risk mitigation strategies, and the overall approach in each of the programs or projects. To attain input from community participants and other stakeholders in these programs, the contractor will design a research methodology, which could include interviews and/or focus groups, as well as participating in community committee meetings and engagement sessions.

- 2.1.5 Scan of Other Destination Development Tools In consultation with the Steering Committee, the contractor must scan tools and resources used to support communities in destination development in other jurisdictions regionally, nationally and internationally. The contractor must develop and present summaries of a minimum of three successful approaches to destination development in other jurisdictions. The destinations profiled should reflect similar circumstances to communities in Atlantic Canada, in terms of attributes (geographic and other assets), population density and market accessibility. These summaries will discuss factors of success in destination development with a focus on community engagement approaches, tools, and processes used to achieve results.
- **2.1.6** Final Report and Recommendations Using insights gathered from each activity within the scope of work, the contractor must prepare a final report integrating all findings into recommendations for best approaches to community-led tourism development.

This report must include guidance on screening communities for tourism planning readiness, recommendations on consultant/facilitator selection processes, approaches for consultant/facilitator involvement to ensure maximum community engagement and suggested modifications to existing programming or adoption of new models to enhance success of destination planning efforts.

The report must be submitted and presented to the Steering Committee for consideration and input.

2.2 Deliverables and Acceptance Criteria

In accordance with the activities listed above, the contractor is expected to deliver the following deliverables:

Deliverable		Timeline
Kick Off Meeting	The contractor must attend a kick-off meeting with the Steering Committee to address any questions, request additional materials and agree upon project timeline.	Within one week of issuing contract
Steering Committee Meetings	The contractor must schedule regular meetings with the Steering Committee to	Bi-weekly at a minimum, or as required.

	provide updates on work and discuss any	
Review of ACOA's Destination Development Programs and Project Documentation And Key Stakeholder	early insights as activities are underway. The contractor must provide discussion guides for Steering Committee review before engaging with program participants, program delivery consultants, and federal and provincial government representatives. Upon completion of review of ACOA's programs and the stakeholder interviews,	To be determined, (TBD)
Consultations	the contractor must submit a top line report of findings to the Steering Committee for consideration and input.	
Review of Other Approaches to Destination Development in Atlantic Canada	The contractor must put forward a suggested research approach to attain insights from other programs and projects including the New Brunswick planning approach, the ABCD method, pilots underway around the region and existing provincial programs.	TBD
Scan of Destination Development Tools	The contractor must prepare and submit a minimum of three (3) summaries on communities that have been successful in tourism destination development to the Steering Committee.	TBD
Draft Report and Recommendations	Using insights gathered from each activity within the project, the contractor must prepare a final report integrating all findings into recommendations for developing and/or adapting tools or programs to support community-led tourism development. This will include suggested modifications to existing programming, adoption of programming and resources from other jurisdictions and/or creation of new tourism development models. The report must be submitted and presented to the Steering Committee for consideration and input.	March 1, 2024
Final Report	The contractor must incorporate feedback from the Steering Committee as necessary and deliver a final report.	March 20, 2024

2.3 Accessibility Requirements

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the *Accessible Canada Act*, its associated regulations and standards, and Treasury Board Contracting Policy. Procurement documents will specify the accessibility requirements to be met.

The reports and any related documents shall be delivered in an electronic format compatible with Microsoft Word or Microsoft Excel and must meet Accessible format*. Portable Document Format (PDF) or other formats that cannot be manipulated will not be accepted.

*Flexibility should be built into the deliverable to allow adaptation or accommodation to be easily integrated for persons with disabilities.

2.4 Language of Work

Meetings held with the Steering Committee will be in English. The deliverables must be provided in English. The contractor must show the ability to conduct stakeholder engagements in French, if required.

2.5 Travel Requirements

There are no travel requirements in this contract. Stakeholder engagements can be held virtually.

2.6 Location of the Work

Work will be performed at the contractor's work location. Stakeholder engagements can be done virtually.

2.7 Timeframe and Delivery Dates

Contractor should be prepared to begin work on the project immediately upon award of contract and complete the project by **March 31, 2024**.

3.0 Reference Documents

For reference, the Agency is responsible to provide these program guides for ACOA's destination development programs:

- 1. STAR Manual
- 2. STEP Manual
- 3. DMR Program Booklet

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ANNEX "B"
BASIS OF PAYMENT

	Description	All-inclusive fixed Per-Diem Rate A	Volumetric Data (estimated) B	Total A x B
1	Proposed Resource Names:	\$	days	\$
		Evaluated Price (applicable ta	xes excluded)	\$
Applicable Taxes - HST (15%)			\$	
			Total	\$

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked × applicable firm per diem rate) ÷ 7.5 hours.

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

ANNEX "C" EVALUATION CRITERIA

Community-led Tourism Development in Atlantic Canada

Mandatory Evaluation Criteria

- 1. The Proposals MUST meet all of the following mandatory requirements. The Proposals must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.
- 2. The mandatory evaluation criteria are:

ATTENTION BIDDER: PLEASE INCLUDE THE TABLE BELOW AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

<u>CRITERIA</u>		Cross	FOR EVALUAT	TION PURPOSES
		Reference to Proposal (page #)	MET/NOT MET	COMMENTS
M1	The Bidder must identify at least one resource on the proposed team with demonstrated 1 year experience in qualitative research methodologies and program evaluation.			
M2	The Bidder must identify at least one resource on the proposed team with demonstrated 1 year experience and knowledge/understanding of the Atlantic Canada tourism sector			
M3	The Bidder must identify at least one resource on the proposed team with a demonstrated understanding of the tourism sector.			
M4	The Bidder must provide a detailed work plan on how they propose successfully completing the task and deliverables in the Statement of Work, including proposed approach, timeline, level of effort per resources and their assigned tasks.			
M5	References: The Bidder must provide three (3) references that can attest to the project team's capacity to undertake work related to the review and assessment of destination development			

programs.	
The minimum documentation required for each reference is as follows:	
a) Name of client b) Current email address for client c) Brief description of work undertaken d) Date(s) and duration of project	
The evaluation team reserves the right to contact any reference provided.	

Point-Rated Evaluation Criteria

- 1. In addition to meeting all of the mandatory requirements, the Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.
- 2. When citing past projects as examples, details should be include information such as:
 - a. Project descriptions and overview of deliverables;
 - b. Start and end time (month / year) of the project and specify actual time period (months, years) (if applicable) spent on the project;
 - c. Role and responsibilities of your company within the project, including a description of the services provided to the client and type of deliverables; and
 - d. Identify the client organization (provide references). Include the client contact name for which the work was directly performed and contact information. Note that contact information for any reference cited should include contact name, title and current telephone number.
- Personnel resumes used within the context of the proposal should provide detail regarding the qualifications, relevant experience, and expertise of the proposed team member(s), including a summary/description of their past projects. Note that contact information for any reference cited should include contact name, title, and current e-mail address and telephone number.
- 4. The point-rated evaluation criteria are:

ATTENTION BIDDER: PLEASE INCLUDE THE TABLE BELOW AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

Point Rated Criteria		Points Breakdown	Max Points	FOR EVALUATION PURPOSES	
				SCORE	COMMENTS
R1	Knowledge and understanding: The Bidder must provide contextual information on: a) ACOA's destination development programs in their current context, notably the core elements of the program structure, based on supporting documents provided in solicitation (STAR Manual, STEP Manual, DMR Program Booklet) b) The strategies required to successfully advance tourism through destination development c) A demonstrated understanding of program design	Unsatisfactory (0 point): The proposal does not include contextual information on ACOA's destination development programs in their current context, nor does it include strategies for destination development or understanding of program design. Satisfactory (1-15 points): The proposal includes some contextual information on ACOA's destination development programs, as well as strategies to advance tourism through destination development and program design. However, one or more of the key components are insufficient, missing or unclear to demonstrate the knowledge and understanding of context in which the work will be conducted.	25		
		Exceptional (16-25 points): The proposal contains contextual information (on all three elements and beyond), including ACOA's destination development programs and thoughtful discussion of strategies to advance tourism through destination development and consideration for strong program design.			
R2	Approach and methodology The Bidder must provide details regarding: a) the proposed approach to reviews of existing programs (both ACOA programs and others), consultation and case studies	Unsatisfactory (0 point): The proposal does not explain the approach that will be used, nor does it provide possible challenges and mitigation strategies, nor does it present an alignment of resources to each project component and	25		

	b) possible challenges and mitigation	level of effort per method or		
	strategies	approach.		
	c) alignment of resources to each project component and level of effort per method or approach	Satisfactory (1-15 points): The proposal provides some explanations regarding the proposed approaches, and how they will be carried out, and possible challenges and mitigation strategies, including resources for each project component, however, one or more of the key components are not clearly explained, missing or may not be feasible to implement within the timeframe of the project.		
		Exceptional (16-25 points): The proposal provides explanations regarding the proposed approaches, and contains details as to how they will be carried out, and possible challenges and mitigation strategies. The Bidder aligns resources to each method and specifies level of effort per methods/approach. The proposed approaches are feasible to implement within the timeframe of the project.		
R3	Project Work Plan The Bidder includes information on: a) the proposed method of coordination and liaison with the project steering committee b) a work plan that details the project timelines, milestones and deliverables as well as allocated resources to specific tasks (level of effort, timing and cost) c) project management approaches and mitigation strategies	Unsatisfactory (0 point): The proposal does not include information on the proposed method of coordination and liaison with the Steering Committee, nor does it include a work plan that details the project timelines, milestones and deliverables as well as allocated resources to specific tasks (level of effort, timing and cost). No project management approaches, and mitigation strategies proposed.	25	
	and mitigation strategies	Satisfactory (1-15 points): The proposal includes some information on the proposed method of coordination and liaison with the Steering		

		Committee, and includes a work plan that details the		
		project timelines, milestones		
		and deliverables as well as allocated resources to specific		
		tasks (level of effort, timing		
		and cost), may provide some information on project		
		management approaches and		
		mitigation strategies, however, one or more of the key		
		component(s) are not clearly		
		explained, or are missing.		
		Exceptional (16-25 points): The proposal includes		
		information that details		
		proposed method of coordination and liaison with		
		the Steering Committee,		
		including a work plan with project timelines, milestones		
		and deliverables as well as		
		allocated resources to specific tasks (level of effort, timing		
		and cost). The Bidder also		
		included project management approaches and mitigation		
		strategies that will support the timely completion of		
		deliverables.		
R4	<u>Project Team</u>	Unsatisfactory (0 point): The		
	The Bidder includes information that connects members of the project team	project team does not have		
	to the following criteria:	work examples related to qualitative research methods	25	
		and program evaluation,		
	 a) Demonstrated experience in qualitative research 	community development, or the tourism sector.		
	methodologies and program	Satisfactory (1.45 naints):		
	evaluation.	Satisfactory (1-15 points): The project team has provided		
	b) Demonstrated experience and expertise in community development	examples of work related to qualitative research methods		
	and engagement	and program evaluation,		
	c) Demonstrated understanding of the	community development, or the tourism sector.		
	tourism sector.			
		Exceptional (16-25 points): The project team can provide		
		recent work examples		
		including projects in evaluation, strategy		
		development and specifically		

tourism development. The team has recent experience working in both design and implementation of destination development programs and has done primary research centered around reviews and interviews which resulted in evidenced based recommendations.		
Total valutar	400	
Total points:	100	
Minimum Passing Score:	60	

Basis of Selection:

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and

obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

- 2. Bids not meeting (choose "(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 each responsive the ratio of 40 %.
- 6. For 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 points equals 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall Techni	cal Score	115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations Technical Merit Sco		115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	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

Details on Point Breakdown

The details below are to help the bidder understand how the criteria will be evaluated.

Exceptional	Every component of the criteria was appropriately addressed. Where requested, experience and knowledge criteria was explained in sufficient detail to demonstrate the expertise necessary to conduct the work outlined in the Statement of Work. An appropriate amount of detail was provided for each criteria component.
Satisfactory	Most of the criteria were appropriately addressed, but one or more of the key component(s) are insufficient, missing or unclear. Or, all the criteria was addressed, but insufficient clarity or detail was provided to demonstrate the expertise necessary to conduct the work outlined in the Statement of Work.
Unsatisfactory	Criteria was not addressed, or incorrect/unclear/incomplete/insufficient/superfluous information was provided to meet criteria.