

Travaux publics et Services gouvernementaux Canada

Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC 11 Laurier St. / 11, rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2 Gatineau **Ouébec** K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de l'approvisionnement en communication 360 Albert St./ 360, rue Albert 12th Floor / 12ième étage Ottawa Ontario

Title - Sujet Stkhldr / Citz. Engage. / Consult. Solicitation No. - N° de l'invitation Date 2019-08-08 EN578-181138/C Client Reference No. - N° de référence du client GETS Ref. No. - N° de réf. de SEAG EN578-18-1138 PW-\$\$CY-016-77563 File No. - N° de dossier CCC No./N° CCC - FMS No./N° VME cy016.EN578-181138 Solicitation Closes - L'invitation prend fin Time Zone Fuseau horaire 02:00 PM Eastern Daylight Saving on - le 2019-09-30 Time EDT Delivery Required - Livraison exigée See Herein Address Enquiries to: - Adresser toutes questions à: Buyer Id - Id de l'acheteur Schou, Christian cy016 Telephone No. - N° de téléphone FAX No. - N° de FAX (613)995-2278 () () -Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein

Security - Sécurité

This request for a Standing Offer includes provisions for security.

Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)

Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date



K1A 0S5

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578--181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\,\text{CCC} - \text{FMS No./N}^{\circ}\,\text{VME}$

Request for Standing Offers (RFSO)

SERVICES FOR
PUBLIC (CITIZEN, RESIDENT, INDIGENOUS AND STAKEHOLDER), EMPLOYEES AND
INTERGOVERMENTAL ENGAGEMENT, INCLUDING
PUBLIC CONSULTATION ACTIVITIES,
FOR THE GOVERNMENT OF CANADA

This Standing Offer includes deliveries destined to addresses located in the Comprehensive Land Claims Agreement(s) (CLCA) areas.

File No. - N° du dossier cy016.EN578-181138

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION5			
1.1 1.2 1.3 1.4 1.5 1.7.	INTRODUCTION	6 7 7 8	
PART 2	- OFFEROR INSTRUCTIONS	9	
2.1 2.2 2.3 2.4 2.5	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF OFFERS FORMER PUBLIC SERVANT ENQUIRIES - REQUEST FOR STANDING OFFERS APPLICABLE LAWS.	10 10 12	
PART 3	- OFFER PREPARATION INSTRUCTIONS	12	
3.1 3.1.1 3.1.2 3.2.2	OFFER PREPARATION INSTRUCTIONS ELECTRONIC PAYMENT OF INVOICES - OFFER OFFEROR'S PROPOSED SITES OR PREMISES REQUIRING SAFEGUARDING MEASURES OFFEROR FORM/SUBCONTRACTOR FORM	13 13	
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	14	
4.1 4.2	EVALUATION PROCEDURES		
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	16	
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE OFFERCERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION		
PART 6	- SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	19	
6.1 6.2	SECURITY REQUIREMENTS		
PART 7	- STANDING OFFER AND RESULTING CONTRACT CLAUSES	20	
A. STA	ANDING OFFER	20	
7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 7.10 7.11 7.12 7.13 7.14	OFFER SECURITY REQUIREMENTS STANDARD CLAUSES AND CONDITIONS TERM OF STANDING OFFER. AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS. IDENTIFIED USERS. CALL-UP PROCEDURES CALL-UP INSTRUMENT. LIMITATION OF CALL-UPS PRIORITY OF DOCUMENTS. CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS. TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)	21 22 22 24 24 27 27 27 27 27 27 28	
B. RES	SULTING CONTRACT CLAUSES	28	
7.1 7.2	STATEMENT OF WORK		

File No. - N° du dossier cy016.EN578-181138

		·
7.3	TERM OF CONTRACT	
7.4 7.5	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT	
7.5 7.6	INVOICING INSTRUCTIONS	
7.7	INSURANCE	
7.8	SACC MANUAL CLAUSES	31
7.9.	AUTHORITIES	
7.9.1 7.9.2	CONTRACTING AUTHORITYPROJECT AUTHORITY	
	- SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES	_
	- SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES PPLY ARRANGEMENT	
A. 501		_
8.1	ARRANGEMENT	
8.2	SECURITY REQUIREMENTSSTANDARD CLAUSES AND CONDITIONS	
8.3 8.4	TERM OF SUPPLY ARRANGEMENT	
8.5	AUTHORITIES	
8.6	IDENTIFIED USERS	
8.7	On-going Opportunity for Qualification	
8.8	PRIORITY OF DOCUMENTS	
8.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	
8.10	APPLICABLE LAWS	
8.11	Transition to an e-Procurement Solution (EPS)	
B. BID	SOLICITATION	
8.1	BID SOLICITATION DOCUMENTS	
8.2	BID SOLICITATION PROCESS	37
C. RE	SULTING CONTRACT CLAUSES	38
8.1	GENERAL	38
ANNEX	"A"	39
STATE	EMENT OF WORK	39
ANNEX	"B"	51
	OF PAYMENT	
	"C"	
SECURITY REQUIREMENTS CHECK LIST		
ANNEX	"D"	54
TECH	NICAL AND FINANCIAL EVALUATION CRITERIA	54
ANNEX	"E"	84
FINAN	CIAL PROPOSAL FORM	84
ANNEX	"F" TO PART 3 OF THE REQUEST FOR STANDING OFFERS	85
ELEC	FRONIC PAYMENT INSTRUMENTS	85
ANNEX	"G" OFFEROR FORM / SUBCONTRACTOR INFORMATION	87
APPEN	DIX "1"	90
SAMP	LE TEMPLATE	00
	POSED PROJECT SUMMARY SHEET"	
ADDEN	NIY "?"	96

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Amd. No. - N° de la modif.

 $\begin{array}{l} \text{File No. - N}^{\circ} \; \text{du dossier} \\ cy 016.EN578\text{--}181138 \end{array}$

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Definitions

In this Request for Standing Offers, unless the context otherwise requires.

"Authorized User"

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

"Federal Identified User"

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

"Provincial/Territorial Identified User"

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the "Provincial/Territorial Identified User" nor is the "Provincial/Territorial Identified User" a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the "Provincial/Territorial Identified User" rest with that "Provincial/Territorial Identified User".

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement; Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified: Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses: 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. Part 8 8A, Supply Arrangement, 8B, Bid Solicitation, and 8C, Resulting Contract Clauses: 8A, includes the Supply Arrangement (SA) with the applicable clauses and conditions; 8B, includes the instructions for the bid solicitation process within the scope of the SA; 8C, includes general information for the conditions which will apply to any contract entered into

The Annexes and Appendices includes the Statement of Work, the Basis of Payment and many other annexes and appendices.

1.2 Summary

pursuant to the SA.

It should be noted that the activities under this Request for Standing Offer (RFSO) are outside the scope of Public Opinion Research (POR) as defined in the Directive on the Management of Communications of the Government of Canada.

This Request for a Standing Offer (RFSO) is for the provision of services for Public (Citizen, Resident, Indigenous and Stakeholder), Employees and Intergovernmental Engagement, Including Public Consultation Activities, to be conducted for various Government of Canada Departments and Agencies. It will be used to authorize Standing Offers (SOs).

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

 Authorized Users include all Departments and Agencies listed in schedules I through III of the Financial Administration Act.

- At a later date, the Standing Offer Authority may expand the Authorized Users to include provinces and territories who have shown interest in making call-ups against the Standing Offer.
- The requirement is subject to the Canadian Free Trade Agreement.
- In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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.
- Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).
- The requirement is limited to Canadian goods and/or services.
- This procurement is Set-Aside under the federal government's Procurement Strategy for Aboriginal Business, therefore this RFSO will also be used to establish a separate list of qualified Aboriginal Set-Aside Offerors under the Set-Aside Program for Aboriginal Business (SPAB).
- The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity -Certification.
- This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.
- Offerors that are successful pursuant to this RFSO process will be automatically pre-qualified under the Request for Supply Arrangement (RFSA) process for this requirement unless they indicate otherwise in Appendix "2" – Offeror's choice – Sub-Categories of Service Selection. Relevant clauses and conditions of the SA are attached as Part 8 to this RFSO.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsqc-pwqsc.gc.ca/esc-src/introduction-eng.html) website.

The security requirements will be added to this solicitation in a future amendment.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person, at the discretion of the Standing Offer Authority.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's <u>press release</u> provides additional information.

1.6. Aboriginal and Non-Aboriginal Offerors

A portion of this procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB), as detailed in Annex 9.4 of the Supply Manual entitled "Requirements for the Setaside Program for Aboriginal Business". This RFSO will be used to establish separate lists of SOs with both Non-Aboriginal and Aboriginal firms. Therefore, under this RFSO both Aboriginal and Non-Aboriginal firms are invited to submit an Offer <u>under a single solicitation document</u>.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to the portion of this procurement set aside under the federal government's PSAB.

1.7. Standing Offers

A Standing Offer (SO) is an offer from a supplier to Canada that allows Canada to purchase goods and/or services, or a combination of goods and services, as and when requested, during a specific period of time, through the use of a call-up process which incorporates the conditions and pricing of the Standing Offer.

A Standing Offer itself is not a contract. A separate contract is formed each time using the call-up process for the provision of goods and/or services against the qualified suppliers of the Standing Offer. When a call-up is made, it constitutes an unconditional acceptance by Canada of the supplier's offer for the provision, to the extent specified, of the goods and/or services described in the Standing Offer. Individual call-ups awarded against the Standing Offer must not exceed \$700,000.00 (including Applicable Taxes).

Two (2) separate lists of qualified suppliers (one for Non-Aboriginal and Aboriginal firms, and another for solely Aboriginal firms) will be established for the provision of services for Public (Citizen, Resident, Indigenous and Stakeholder), Employees and Intergovernmental Engagement, Including Public Consultation Activities.

The period of the Standing Offer will be from date of award for two (2) years with the possibility of three (3) additional one (1) year option periods under the same terms and conditions.

Offerors may bid either on any combination of Sub-Categories. However, Offerors must clearly indicate which Sub-Categories they are bidding on. Offers will be assessed separately for each Sub-Category and will be recommended for award of a Standing Offer if the Offeror obtains a score for the combined rating of technical merit and price for each particular Sub-Category.

The Sub-Categories are identified as follows:

Category 1: Planning and Development

Sub-Category- A. Expert and strategic advice
Sub-Category- B. Content development

Category 2: Implementation and Facilitation

For both in person and online

Sub-Category- A. In person Online

Category 3: Analysis, Reporting and Evaluation

Sub-Category- A. Without automated complex text analysis

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Sub-Category- B. With automated complex text analysis

1.8 Disclosure of information – Optional Users

The following definitions apply to this provision only:

"**Optional Users**" are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

"MASH entities" are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as "Deliverables."

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

The <u>2006</u> (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 210 days

Subsection 03 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the <u>Department of Public Works and Government Services Act</u> (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Bids must be submitted to:

Bid Receiving (HQ)
Department of Public Works and Government Services
Bid Receiving Unit

11 Laurier St.
Place du Portage, Phase III
Core 0B2
Gatineau, Québec K1A 0S5
Email Address for epost Connect Service:
tpsqc.dgareceptiondessoumissions-abbidreceiving.pwqsc@tpsqc-pwqsc.qc.ca

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile to PWGSC will not be accepted.

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions <u>2006</u>, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>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. partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority **no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date**. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

• If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

Section IV: Additional Information

• If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (4 hard copies) (and 1 soft copy on USB key)

Section II: Financial Offer (1 hard copy) (and 1 soft copy on USB key)

Section III: Certifications (1 hard copy) (and 1 soft copy on USB key)

Section IV: Additional Information (1 hard copy) (and 1 soft copy on USB key)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138 Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

• If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

will have priority over the wording of the other copies.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Offerors must clearly identify which Sub-Category they are submitting an offer for, as outlined in Annex "A" - Statement of Work. Each Sub-Category will be evaluated separately.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B". Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.2 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

3.1.2.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

3.1.2.2 The Company Security Officer must ensure through the Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

3.2.2 Offeror Form/Subcontractor Form

Fill out the form at Annex "G" - Offeror Form/Subcontractor Form

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are fully described in **Annex "D" – Technical and financial evaluation**

4.1.2 Financial Evaluation

Financial evaluation criteria are fully described in **Annex "D" – Technical and financial evaluation** and **Annex "E"- Financial proposal form**

4.2 Basis of Selection

- **4.2.1** To be declared responsive, an offer must:
 - (a) comply with all the requirements of the Request for Standing Offer; and
 - (b) meet all mandatory technical criteria; and
- (c) Obtain the required minimum of 70 percent of the available points for each rated criteria in a Sub-Category offered. As each Sub-Category is performed on a different scale, please refer to Annex "D" for full details.
 - The rating is performed on a scale of 120 points for <u>Category 1: Planning and</u>
 Development, A. Expert and Strategic Advice;
 - The rating is performed on a scale of 65 points for <u>Category 1: Planning and Development</u>,
 B. Content Development;
 - The rating is performed on a scale of 285 points for <u>Category 2: Implementation and Facilitation</u>, A. In-Person;

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

- The rating is performed on a scale of 200 points for <u>Category 2: Implementation and</u>
 Facilitation, B. Online;
- The rating is performed on a scale of 110 points for <u>Category 3: Analysis, Reporting, and</u> Evaluation, A. Without automated complex text analysis; and
- The rating is performed on a scale of 110 points for <u>Category 3: Analysis, Reporting, and</u> Evaluation, B. With automated complex text analysis
- **4.2.2** Offers not meeting (a), (b) and (c) will be declared non-responsive.
- **4.2.3** The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** for the technical merit and **30%** for the price.
- **4.2.4** To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70%.**
- **4.2.5** To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of **30%**.
- **4.2.6** For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7 Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. For each Sub-Category, the responsive offer(s) which obtain a passing score for the combined rating of technical merit and price for each particular Sub-Category will be recommended for award of a Standing Offer. Offerors recommended for award of a Standing Offer will also be offered a Supply Arrangement for the same Sub-Categories.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138 Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

The Supplier certifies that:

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578--181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

5.1.2.1.1 SACC Manual clause A3050T (2018-12-06) Canadian Content Definition

This procurement is limited to Canadian services.

()	the service offered is a Canadian service as defined in paragraph 4 of clause A3050T.		
		Signature	Date

5.1.2.2 Set-aside for Aboriginal Business

An offeror wishing its offer to be considered for set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business must complete and sign the certification below entitled "Certification – Requirements for the Set-Aside Program for Aboriginal Business".

By executing the certification, the Offeror warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

Certification – Requirements for the Set-Aside Program for Aboriginal Business

- 1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4 of the Supply Manual.
- 2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 3. The Offeror must check the applicable box below:
 - i. () The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit organization.
 - ii. () The Offeror 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.
- 4. The Offeror must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees.
 - ii. () The Aboriginal business has six or more full-time employees.
- 5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror 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 Offeror must provide all reasonably required facilities for any audits.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete

Signature

Date

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 1. <u>Before proceeding with Work under the standing offer</u>, the following conditions must be met (only cleared suppliers can perform work that requires clearance):
 - the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer:
 - the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A -Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

if there are requirements for safeguarding measures at the Offeror's and proposed individuals' sites or premises, add the following:

- (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A Standing Offer;
- (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, offerors 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.

6.2 Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions and Interpretation

<u>a) Definitions:</u> In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions 2009 Standing Offers – Goods or Services – Authorized Users, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

- 1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
- 2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
- 3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
- 4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
- 5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
- 6, where a word is defined other forms of the word will have the corresponding meaning:
- 7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
- 8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
- 9. all dollar amounts refer to Canadian dollars.

Key Terms

Definitions

In this Standing Offer, unless the context otherwise requires,

"Authorized User"

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

"Federal Identified User"

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

"Provincial/Territorial Identified User"

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

"General Information"

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

Principal - Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the "Provincial/Territorial Identified User" rest with that "Provincial/Territorial Identified User".

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

The security requirements will be added in a future amendment.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

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

7.2.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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

2009 (2018-07-16) General Conditions - Standing Offers - Goods or Services – Authorized Users, apply to and form part of the Standing Offer.

The following section(s) from General Conditions 2009 apply to Federal Identified Users only: Section 11 – Integrity Provisions

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance for two (2) years.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to three (3) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7.5 Authorities

7.5.1 Standing Offer Authority

Amd. No. - N° de la modif.

 $\begin{array}{l} \text{File No. - N}^{\circ} \; \text{du dossier} \\ cy016.EN578\text{--}181138 \end{array}$

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

The Standing Offer Authority is:

Christian Schou
Public Works and Government Services Canada
Acquisitions Branch
Services and Specialized Acquisitions Management Sector (SSAMS)
Communication Procurement Directorate
360 Albert St., 12th floor
Ottawa, Ontario K1A 0S5

Telephone: (613) 995-2278

E-mail address: christian.schou@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

Contracting Authorities

If a call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

The Offeror has designated the following representative as the central point of contact for all matters pertaining to the Standing Offer:

Name: Telephone: E-mail address:

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

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 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Public Works and Government Services Canada Acquisitions Branch Communication Procurement Directorate 360 Albert St., 12th floor Ottawa, Ontario K1A 0S5

Canada reserves the right to add expand the list of Identified Users. In such event, the Standing Offer Authority will update the Standing Offer with the updated list of Identified Users.

7.8 Call-up Procedures

7.8.1 Pool of Offerors

PWGSC - Communications Procurement Directorate (CPD) as Contracting Authority and the Project Authority (of the requesting government department, agency or Crown corporation listed in Schedules I, I.1, II, and III of the Financial Administration Act, R.S., 1985, c. F-11) will proceed as follows to issue a Call-up against the Standing Offer:

- 1. All Call-ups against a Standing Offer can be made with any of the qualified Offerors using the selection methodology specified in 7.8.3 below.
- 2. The responsibility for Offeror selection pursuant to the specified selection methodology for any specific Call-up lies solely with the Project Authority.
- 3. Contact the Public Opinion Research Directorate within Public Works and Government Services Canada for any component of the work to be performed which falls under the Treasury Board definition of public opinion research such as opinion collection thorough opinion surveys, group discussions, interviews etc.

7.8.2 Offeror Profile

The Offeror must maintain its Offeror Profile so that Client Departments and Agencies can access information on its qualifications and available services. If the Offeror's Profile specifically refers to products available on its Standing Offer, the information presented must be accurate. The Offeror Profile must not suggest that other services, not offered and/or approved by PWGSC for supply against this Standing Offer, are available for purchase through call-ups against the Standing Offer. In the event of any discrepancy between the Offeror Profile and the Standing Offer, the Standing Offer will prevail.

The Standing Offer Authority will provide the Offeror with a Offeror Profile template to complete.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578--181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

7.8.3 Selection Methodology

7.8.3.1 Selection Methodology for the "Main Offerors"

General Principles:

- a) The top ranked Offeror for each Category will be considered the Best Value supplier for that Category. When a Department or Agency has a requirement requesting multiple Categories of service, Best Value will be determined by adding up all of the combined ratings of technical merit score and financial score of qualified Offerors for each of the requested Categories to determine which Offeror is the Best Value Offeror for that specific combination. The Best Value Offeror for the requested Categories will always be provided as an option to the Project Authority.
- b) A proportional share of the total business will be assigned for each of the Offerors based on the combined rating of technical merit score and financial score obtained as part of their evaluation. Offerors that have received a lesser proportion of overall standing offer business volume than their calculated proportional share will be presented as an option to the Project Authority more frequently than other Offerors, except Best Value Offerors.
- c) A rotational list of all qualified Offerors will be created and sequenced randomly. The rotational list will be used to supplement the generated list used to determine the options presented to the Project Authority when the generated list includes five or more Offerors.
- d) Project Authorities will have the authority to select an Offeror from the provided options based on their project needs and available information on Offeror expertise and experience. An Offeror Profile to be developed by each Offeror will be made available on the Government of Canada Intranet. A link to the project descriptions submitted in each Offeror's technical proposal will also be included.
- e) Canada reserves the right to periodically amend the Selection Methodology and Process based on Canada's analysis of usage patterns, administrative considerations, and feedback.
- f) In the event of a change in the list of active Offerors, each Offeror's proportional share will be recalculated amongst the active Offerors based on the combined technical merit score and financial score obtained at the time of qualification for the standing offer.

Process for each requirement:

STEP 1:

A list of the Offerors qualified under each of the requested Categories will be generated by PSPC. The list will include any PSAB Offerors qualified under each of the requested Categories.

STEP 2:

If the generated list includes two or fewer Offerors:

- a) The call-up will first be offered to the Best Value Offeror from the generated list for the requested combination of Categories; or
- b) If the Best Value Offeror turns down the requirement, the other Offeror from the generated list will be offered the call-up.

If the generated list includes **three or four Offerors**, the Project Authority will be provided two options to select from:

- a) the Best Value Offeror from the generated list for the requested combination of Categories; or
- b) the different Offeror from the list that is furthest away from its proportional share for the requested combination of Categories and is different from the Best Value Offeror.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

STEP 3:

If the generated list includes **five or more Offerors**, the Project Authority will be provided three options to select from:

- a) the Best Value Offeror from the generated list for the requested combination of Categories; or
- b) the Offeror from the generated list that is furthest away from its proportional share for the requested combination of Categories and is different from the Best Value Offeror; or
- c) the next rotational Offeror in the generated list that is different.

STEP 4:

The Project Authority will consider available information on Offeror expertise and select an Offeror.

EXCEPTIONS:

If an Offeror turns down a call-up, the Project Authority will be provided the following options:

- a) the remaining Offerors that had been presented to the Project Authority, if any; and
- b) the Offeror from the generated list that is furthest away from their proportional share and has not already been offered the call-up.

7.8.3.2 Selection Methodology for requirements set-aside under the Procurement Strategy for Aboriginal Business (PSAB): "Aboriginal Set-Aside Offerors"

For requirements set-aside under PSAB, the same Selection Methodology as **7.8.3.1 Selection Methodology for the "Main Offerors"** will apply but it will be limited solely to PSAB Offerors.

7.8.3.3 Selection Methodology for requirements for services delivered in areas subject to Comprehensive Land Claim Agreements (CLCAs):

For requirements for services delivered in areas subject to CLCAs, the process will be determined at the time of issuance of the Standing Offer, if applicable.

7.8.4 Call-up Process

Only Offerors who are "Active Offerors" and have been issued a Standing Offer are eligible to be invited to provide services. The following call-up process will be followed:

- a) The Project Authority will forward the following documents to PWGSC CPD:
 - Requisition for Goods and Services (9200);
 - the Statement of Work specific to their requirement;
 - the Security Requirements Check List (if applicable);
 - · email confirmation of PCO review of Statement of Work;
 - List of Sub-Categories and Optional Services requested for the requirement.
- b) The Contracting Authority will provide the Project Authority the selection of Offerors in accordance with the Article titled "Selection Methodology".
- c) The Contracting Authority will provide the Offeror with the Project Authority's Statement of Work. The Offeror will be given twenty-four (24) hours to state its availability to provide the services within the project time frame. If the requirement is deemed urgent, the turnaround time could be shorter. If the Offeror requires more time it will be left at the discretion of the Project Authority and Contracting Authority on whether or not to grant additional time.
- d) The Offeror will submit a project estimate for completion of the Work outlined in the Statement of Work to the Contracting Authority, within forty-eight (48) hours of stating its availability, prior to commencement of the work. If the requirement is deemed urgent, the turnaround time could be shorter. If the Offeror requires more time it

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

will be left at the discretion of the Project Authority and Contracting Authority on whether or not to grant additional time.

- e) The project estimate will be established by multiplying the applicable rate(s) as specified in the Basis of Payment by the number of hours negotiated and agreed upon by the Project Authority and the Offeror.
- f) Travel and living expenses incurred under a Call-up against a Standing Offer will be reimbursed provided that prior approval from the Project Authority was obtained and that they are in accordance with the Treasury Board Travel Directive as stipulated in the Basis of Payment (Annex "B").
- g) The Offeror will be authorized by the CPD Contracting Authority to proceed with the Work by the issuance of a call-up against a Standing Offer.
- h) The Offeror must adhere to delivery deadlines as negotiated and specified in the call-up against a Standing Offer.
- i) The Offeror will not undertake any of the specified Work unless and until the CPD Contracting Authority issues a call-up against a Standing Offer. Any work commenced prior to the receipt of a call-up will be the sole responsibility of the Offeror.
- j) Should the Offeror be unable to carry out the proposed services on time or unable to finalize the requirement, as agreed upon, the Project Authority will be authorized to select another Offeror by using the Selection Methodology and the Call-up Process specified in 7.8.3 and 7.8.4 above.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using a "Call-up Against a Standing Offer" document.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$700,000.00 (Including Applicable Taxes).

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2009 (2018-07-16) Standing Offers Goods or Services Authorized Users;
- d) the supplemental general conditions <u>4008</u> (2008/12/12), Personal Information and A9122C (2008/05/12) Protection and security of data stored in databases:
- e) the general conditions 2035 (2018/06/21), General Conditions Higher Complexity Services;
- f) Annex "A", Statement of Work;
- g) Annex "B", Basis of Payment;
- h) Annex "C", Security Requirements Check List (if applicable);
- i) the Offeror's offer dated _____.

7.12 Certifications and Additional Information

7.12.1 Compliance

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12.2 SACC Manual Clauses

NUMBER	DATE	DESCRIPTION
M3800C	2006/08/15	Estimates
M3060C	2008/05/12	Canadian Content Certification

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4008 (2008/12/12), Personal Information, Apply to and form part of the contract.

7.2.3 A9122C (2008/5/12), Protection and Security of Data Stored in Databases

1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada, including all backup servers, or, if the Contracting Authority has first consented in writing, in another country where:

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

(1) equivalent protections are given to personal information as in Canada under legislation such as the Privacy Act, R.S. 1985, c.P-21, and the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5, and under any applicable policies of the Government of Canada: and

- (2) The laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.
- 2. In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.
- 3. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
- 4. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in an another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
- 5. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
- 6. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
- 7. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

7.5 Payment

The Contractor will be paid in accordance with the attached Annex "B".

7.5.1 Basis of Payment

Insert the appropriate basis of payment clauses from subsection 5-C of the <u>SACC Manual</u>. Additional or alternate clauses may be added, as applicable. – (To be inserted by Contracting Officer at the time of call-up)

7.5.2 Limitation of Expenditure

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

7.5.3 Milestone Payment

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract, article 6. Invoicing Instructions, and the payment provisions of the Contract detailed in article 5. Payment if:

- (a) an accurate and complete invoice 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.

OR

SACC Manual clause H1008C (2008/05/12) Monthly Payment

7.5.4 Electronic Payment of Invoices – Call-up

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

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

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- (1) A copy of time sheets to support the time claimed;
- (2) A copy of the release document and any other documents as specified in the Contract;
- (3) A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (4) A copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
- (1) The original and one (1) copy must be forwarded to the Client Department of Agency for certification and payment. (to be determined at call-up issuance)
- (2) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.6.1 Schedule of Milestones (if applicable)

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

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"

7.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

7.8 SACC Manual Clauses

NUMBER	DATE	DESCRIPTION
A9117C	2007/11/30	T1204 - Direct Request by Customer Department
A2000C	2006/06/16	Foreign Nationals (Canadian Contractor)
B2008C	2014//06/26	Government of Canada Web Standards
C0705C	2010/01/11	Discretionary Audit

7.9. AUTHORITIES

7.9.1 Contracting Authority

The Contracting Authority for the Call-up will be identified in the resulting Call-up against the Standing Offer.

The Contracting Authority is responsible for the management of the Call-up, and any changes to the Call-up 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.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

7.9.2 Project Authority

The Project Authority for the Standing Offer will be identified in the Call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Call-up and is responsible for all matters concerning the technical content of the Work under the Call-up. 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 call-up amendment issued by the Contracting Authority.

7.9.3 Offeror's Representative

The Offeror's Representative for the Standing Offer will be identified in each Call-up against the Standing Offer.

7.10. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

PWGSC has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

7.11. LIMITATION OF LIABILITY - INFORMATION MANAGEMENT / INFORMATION TECHNOLOGY

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract preestablishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

2. First Party Liability:

- a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
- The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada
- c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

ii. any other direct damages, including all identifiable direct costs to Canada associated with reprocuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of _____ times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$______ . (Insert the amount from the appropriate commodity grouping.) In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$______ , (insert the dollar amount entered in subparagraph (ii)), whichever

f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

This next part only applies to the Qualified Offerors that indicated that they wish to receive an SA in addition to an SO for the requirement:

PART 8 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

8.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A".

8.2 Security Requirements

8.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Supply Arrangement.

The security requirements will be added in a future amendment.

8.2.2 Supplier's Sites or Premises Requiring Safeguarding Measures

8.2.2.1 Where safeguarding measures are required in the performance of the Work, the Supplier must diligently maintain up-to-date the information related to the Supplier's and proposed individuals' sites or premises, for the following addresses:

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

8.2.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individual(s) hold a valid security clearance at the required level.

8.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) 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.

8.3.1 General Conditions

<u>2020 (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.</u>

8.4 Term of Supply Arrangement

8.4.1 Period of the Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138 Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

The period for awarding contracts under the Supply Arrangement begins at the time of issuance of the SA.

8.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

8.5 Authorities

8.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

[to be inserted at time of issuance of the SA]

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

8.5.2 Supplier's Representative

The Supplier has designated the following representative as the central point of contact for all matters pertaining to the Supply Arrangement:

Name:

Telephone:

Fax:

E-mail:

8.6 Identified Users

The Identified User authorized to conduct solicitations against the Supply Arrangement is:

Public Works and Government Services Canada Acquisitions Branch Communication Procurement Directorate 360 Albert St., 12th floor Ottawa, Ontario K1A 0S5

8.7 On-going Opportunity for Qualification

A Notice will be posted periodically on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

8.8 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 the Supply Arrangement;

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

(b)	the general conditions 2020 (2017-09-21), General Conditions - Supply Arrangement - Goods or
	Services
	A ((A)) O:

- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Supplier's proposal or offer dated _____

8.9 Certifications and Additional Information

8.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or proposal or offer or precedent to issuance of the Supply Arrangement (SA), and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the Supplier in default. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA.

8.9.2 SACC Manual Clauses

DATE	<u>DESCRIPTION</u>
2007/11/30	T1204 - Direct Request by Customer Department
2006/06/16	Foreign Nationals (Canadian Contractor)
2014//06/26	Government of Canada Web Standards
2010/01/11	Discretionary Audit
	2007/11/30 2006/06/16 2014//06/26

8.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

8.11 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

B. BID SOLICITATION

8.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138 Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Note: References to the HC and MC templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation. Canada reserves the right to implement a simplified solicitation template at a later date.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (if applicable);
- (b) a complete description of the Work to be performed;
- (c) <u>2003</u>, Standard Instructions Goods or Services Competitive Requirements;
 - "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 a proposal or offer under the Request for Standing Offer or Request for Supply Arrangement (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
 - Federal Contractors Program (FCP) for Employment Equity Notification
 - SACC Manual <u>A3005T</u>, <u>A3010T</u> for service requirements when specific individuals will be proposed for the work;
 - Integrity Provisions Declaration of Convicted Offences;
- (h) conditions of the resulting contract.

8.2 Bid Solicitation Process

- **8.2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued an SA for each of the requested Sub-Category of the requirement.
- **8.2.2** The bid solicitation will be sent directly to Suppliers.

The following information will be specified at time of solicitation:

- (a) the bid solicitation process within the scope of the supply arrangement; and
- (b) who will be responsible for the bid solicitation process and the award of contracts:
 - (i) the identified user only;
 - (ii) PWGSC only; or
 - (iii) the identified user for requirements up to a specified amount and PWGSC for requirements over the specified amount

File No. - N° du dossier cy016.EN578--181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

The following forms will be used for the first page of the bid solicitation document and the first page of the resulting contract document:

PWGSC-TPSGC 9400-3, Bid Solicitation PWGSC-TPSGC 9400-4, Contract

C. RESULTING CONTRACT CLAUSES

8.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

(a) HC (for high complexity requirements), general conditions 2035 (2018-06-21) will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: References to the HC template in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

ANNEX "A"

STATEMENT OF WORK

Services for public (citizen, resident, Indigenous and stakeholder), employee and intergovernmental engagement, including public consultation activities, for the Government of Canada

A1.1. Background

The Government of Canada (GC) engages with the public (citizens, residents, Indigenous peoples and stakeholders) to inform the development of policies, programs, services and regulatory initiatives. The goal of this engagement is to give the public the opportunity to participate in decision-making processes through two-way dialogue.

Public engagement is a democratic process that must be <u>transparent</u>, <u>relevant</u>, <u>inclusive</u>, <u>accountable and adaptable</u>. In order to have an effective and open two-way dialogue with an increasingly diverse Canadian public in ways that are culturally relevant and appropriate – including in the official language of their choice—the GC uses a variety of approaches. In all cases, the GC aims to consider the public's input in decision making and to report on it.

The GC seeks the services of firms with the capacity and expertise required to undertake one, several or all activities in three categories and their six sub-categories of services related to public engagement activities, including public consultations, on an as- and when-required basis.

The GC may also require similar services for other types of engagement informing decision making.

A1.2. Definitions and descriptions

Definitions and descriptions below are specific to the context of this statement of work. They may differ from other definitions used in other contexts by the Government of Canada.

Aboriginal consultation: The Crown has a duty to consult and, where appropriate, accommodate when the Crown contemplates conduct that might adversely impact potential or established Aboriginal or treaty rights. The duty stems from the Honour of the Crown and is derived from section 35 of Canada's *Constitution Act*, 1982, which recognizes and affirms Aboriginal and treaty rights. If, over the course of a process, a legal duty to consult is identified, it is important to ensure the affected community is aware and to follow the process set out in Aboriginal consultation and accommodation: Updated guidelines for federal officials.

Note: Aboriginal consultation is not the same as Indigenous engagement (see definition below). This Procurement Tool (see below) cannot be used for the purpose of fulfilling a legal duty to consult. Indigenous engagement differs from other public engagement as it should be a nation to nation relation. Even when there is no legal duty to consult, use of this Procurement Tool does not guarantee an adequate nation-to-nation relationship exists. Make sure to adapt your process to Indigenous peoples' needs.

Automated complex text analysis: Accurate analysis of large amounts of text, such as answers to open questions, using an automated process. For reference, any comment larger than 50 words is considered complex text.

Citizen: A person endowed with full political and civil rights in Canada. This definition is based on <u>"citizen" in</u> Termium.

Digital platform or tool: The electronic infrastructure used by the Offeror/Contractor for delivery of the requested online consultation services.

Note: A digital platform or tool can be software obtained by in-house or joint-venture development or as a third-party platform. The platform recommendation for a resulting contract can be based on the requirements of a

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

given project. Any third-party platform from a subcontractor must adhere to the subcontracted services clause of the Basis of Payment.

Facilitation: The use of a neutral third party to help multi-party work groups accomplish their work by providing process leadership and expertise. Based on "facilitation" in Termium.

Indigenous engagement: Engagement between the GC and Indigenous peoples that supports relationship building by providing forums to share information and perspectives, seek advice, build awareness on both sides, support broad-based policy development, develop stronger proposals and create the basis for future work together.

Indigenous peoples: The Canadian Constitution recognizes three distinct groups of Indigenous peoples: First Nations, Inuit and Métis.

First Nations members include both status Indians and non-status descendants of the original inhabitants of the western hemisphere south of the Arctic coastal regions. Among First Nations people with registered or treaty Indian status, 44.2% lived on reserve in 2016, while the rest of the population lived off reserve. Indian is the designation that refers to the legal identity of a First Nations member who is registered under the Indian Act. This designation should be used only when referring to a First Nations member with status under the Indian Act, and only within its legal context. Around 70% of **Inuit** in Canada live in 51 communities spread across Inuit Nunangat, the Inuit homeland encompassing 35 percent of Canada's landmass and 50 percent of its coastline, in the Arctic.

Métis have a unique culture that draws on their diverse First Nations and European ancestry, which includes Ojibway, Cree, Scottish and French.

For the purpose of this document, "Indigenous peoples" refers to all three. Learn more:

Aboriginal peoples in Canada: Key results from the 2016 Census

Public: All Canadian citizens, residents of Canada, Indigenous individuals in Canada and stakeholders, as well as all groups thereof, who are concerned about or impacted by Government of Canada decisions, policies, programs and services. See below for a more complete definition of "stakeholder."

Public consultation: A two-way process that seeks direct participation by the public or specific stakeholders, either in person or online, on a range of issues to inform government decisions about policies, programs, services, and legislative and regulatory initiatives. Public consultation is a type of public engagement. This definition is based on the Directive on the management of communications.

Public engagement (also known as public participation): The involvement in a decision-making process of those affected by the decision.

Public engagement promotes sustainable decisions by providing participants with the information they need to be involved in a meaningful way, and it communicates to participants how their input affects the decision. For more information, visit International Association of Public Participation.

Procurement Tool: This Standing Offer or Supply Arrangement, as applicable.

Resident: Person or company with legal domicile in a country, even though their nationality may be that of another country. Residency has an effect on fiscal obligations, aspects of exchange controls, acquisition of nationality, etc. This definition is based on <u>"resident" in Termium</u>.

Spectrum of engagement: This Statement of Work uses the spectrum of public participation defined by the International Association for Public Participation:

File No. - N° du dossier cy016.EN578-181138 Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

IAP2 Spectrum of Public Participation



IAP2's Spectrum of Public Participation was designed to assist with the selection of the level of participation that defines the public's role in any public participation process. The Spectrum is used internationally, and it is found in public participation plans around the world.

	INCREASING IMPACT ON T	HE DECISION			
	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

Source: International Association for Public Participation

Stakeholder: Individuals, groups or organizations external to the Government of Canada who have a specific interest in, have some influence on, or are affected by a given policy, program, regulatory initiative or service of a specific Government of Canada department. This definition is drawn from the Health Agency of Canada guidelines on public engagement. Note that as rights-holders, Indigenous peoples and organizations should not be referred to as stakeholders.

Two-way dialogue: The process of seeking to learn from the public and reporting back on how the process impacted decisions. Two-way dialogue goes beyond considering and answering unsought feedback: it involves outreach.

A1.3. Objectives

This Statement of Work covers public (citizen, resident, Indigenous peoples and stakeholder) engagement. This Statement of Work aims to pre-qualify firms that to provide services covering the spectrum of engagement for the public through two-way dialogue using a variety of tools tailored to specific situations and challenges. This dialogue will enable the government to take into account public views, concerns, needs, ideas and proposals in the development or assessment of government policies, programs, services and regulatory initiatives.

This Statement of Work is part of the updating of procurement tools replacing Standing Offer <u>EN578-133044/C</u> and will continue to provide public (citizen, resident, Indigenous peoples and stakeholder) engagement and public consultation services to support policy, program, service or regulatory initiatives.

A1.4. Overall scope

Although they don't qualify as public engagement and should not be done in lieu of it, activities to engage employees in Government of Canada departments or agencies or to engage other levels of government in

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Canada (provincial, territorial and municipal) can require similar services and may use the services described in this Statement of Work.

Caveat

This statement of work cannot be used to obtain the five services described below.

1. Delegating the legal duty to consult Indigenous peoples

Departments **cannot** delegate their duty to consult with Indigenous peoples. They **cannot** use this Procurement Tool to hire an external entity to perform their legal duty to consult Indigenous peoples before making any related decisions. See <u>Aboriginal consultation</u>.

2. Public opinion research

Activities conducted under this Procurement Tool **cannot** include public opinion research as defined in the <u>Directive on the Management of Communications</u>:

The planned, one-way systematic collection, by or for the Government of Canada, of opinion-based information of any target audience using quantitative or qualitative methods and techniques such as surveys or focus groups. Public opinion research provides insight and supports decision making. The process used for gathering information usually assumes an expectation and guarantee of anonymity for respondents. For public opinion research needs, such as (but not limited to) focus groups and surveys, the Government of Canada uses standing offers for public opinion research services, as well as alternative procurement approaches consistent with contracting policy and suited to each specific requirement.

EN578-18-1138

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

Major differences between public opinion research and public engagement

	Public opinion research	Public engagement
Direction of information flow	One-way flow of information gathering	Two-way flow seeking direct participation and exchange of information
Anonymity	Respondent anonymity usually maintained	No expectation or guarantee of participant anonymity
Results	In-depth insight through rigorous and systematic quantitative and qualitative methodologies (e.g. surveys and focus groups)	Narrative reports summarizing the multiple viewpoints of participants (typically culled from discussions)
Characterization of participant	The subject of a scientific study	A partner in an active dialogue whose aim is to impact policy, program, etc.

3. Facilitation in general

For facilitation services that do not involve two-way dialogue with the public, departments and agencies must refer to an appropriate procurement vehicle, such as one of the tools available on the Centralized professional services ePortal.

4. Events and conference management

For events and conference management services that are not part of public engagement as defined in this Statement of Work, departments and agencies must refer to appropriate services, such as the Events and Conference Management group at Public Services and Procurement Canada.

5. Software

This Procurement Tool cannot to be used for the purchase of software alone. The Offeror/Contractor is responsible for any software required to delivery the services outlined in section A1.5 for a specific consultation project.

For example, if a digital platform tool is required to deliver online consultation services, the Offeror/Contractor would be responsible for identifying, providing and maintaining the digital platform tool. Any software would be used exclusively for the delivery of consultation services specific to that online public engagement project. Software licenses, subscriptions and development of digital platforms cannot be procured by Canada using this Procurement Tool.

In the event that the Government of Canada has an existing digital platform tool, the government may, in certain instances, require the Offeror/Contractor to provide consultation services using that digital platform tool.

A1.5. Services required

If and when requested by the Government of Canada, the Offeror/Contractor must deliver the following services for two-way dialogue, which fall into three overarching categories and their six sub-categories.

Category one: Planning and development

- A. Expert and strategic advice
- B. Content development

Category two: Implementation and facilitation

Both in person and online

- A. In person
- B. Online

Category three: Analysis, reporting and evaluation

A. Without automated complex text analysis

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578--181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

B. With automated complex text analysis

Categories and sub-categories are detailed below.

Category one: Planning and development

Planning and development advice should be informed by knowledge of a variety of approaches and techniques that are based on different levels of anticipated public participation in shaping government decision making. These approaches and techniques may include consulting (listening and gathering feedback through a two-way dialogue) and deliberating (involving the public in the decision making so they have ownership of the results). Deliberating includes partnership and co-creation.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

A. Expert and strategic advice

Expert and strategic advice includes advice on:

- 1. the design, development, implementation, analysis and reporting of public (citizen, resident, Indigenous peoples and stakeholder) engagement, such as:
 - 1.1. framing the process:
 - 1.1.1. diagnosis: identifying the policy problem
 - 1.1.2. discovery: understanding the target audience's needs
 - 1.1.3. development: coming up with new ideas and solutions to address the issue
 - 1.1.4. delivery: testing and improving those ideas and solutions (for example, by asking different groups to use different prototypes of a form to see whether they respond to their needs)
 - 1.2. engagement strategies, methods and techniques that align with the project goals, context, target participants and scope, from design to implementation, analysis and reporting
 - 1.3. stakeholder environment analysis
 - 1.4. <u>incorporating a gender-based analysis plus (GBA+) lens and GBA+ strategies</u> to reach underrepresented and marginalized communities, groups, populations and regions, including officiallanguage minority communities (for more information, visit <u>Gender-based analysis plus: the</u> <u>Government of Canada's approach</u>)
 - 1.5. incorporating a lens and strategies specific to Indigenous peoples in order to reach them
- 2. data management, with consideration of:
 - 2.1. privacy
 - 2.2. archiving
 - 2.3. disposal
- 3. evaluation planning

B. Content development

Content development includes:

- developing products, such as agendas, discussion guides and documents, to support discussions and activities undertaken by participants
- 2. delivering products in official and local languages when engaging Indigenous peoples
- 3. writing for specific audiences, for example by following principles of plain language
- 4. conducting research and analysis to inform the choice and production of content, materials and tools
- producing content in a variety of formats, which could require information design and data visualization
- incorporating a <u>GBA+</u> lens and GBA+ content considerations with respect to under-represented and marginalized communities, groups, populations and regions, including official-language minority communities

Category two: Implementation and facilitation Both in person and online

Implementation and facilitation services for both in-person and online public engagement may include:

- 1. project management, including:
 - 1.1. planning and scheduling work
 - 1.2. delivering project on time and within budget and other constraints
 - 1.3. reporting on progress, adjusting plans and course in response to challenges or failures
 - 1.4. managing team
 - 1.5. managing change and control procedures as part of public participation processes
 - 1.6. achieving desired outcome(s)
- 2. culturally appropriate and inclusive engagement that integrates GBA+ with regard to, for example:
 - 2.1. women
 - 2.2. lesbian, gay, bisexual, transgender, queer and two-spirit plus people
 - 2.3. newcomers to Canada

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

2.4. official language minority communities

- 2.5. youth
- 2.6. seniors
- 2.7. people in rural, remote, isolated and northern communities
- 2.8. people with low incomes
- 2.9. people with low literacy or numeracy
- 2.10. people with limited scientific knowledge
- 2.11. people who are differently abled
- 2.12. people who are members of racialized minority groups
- 3. culturally appropriate and inclusive engagement with Indigenous peoples, for example:
 - 3.1. modern treaty and self-government agreement holders
 - 3.2. governments
 - 3.3. communities
 - 3.4. organizations

Note: Please refer to Aboriginal and treaty rights information system for more information.

A. In person

Implementation and facilitation services for in-person-only public engagement may include:

- 1. logistics services, including:
 - 1.1. making logistical arrangements, such as booking venues, audiovisual needs, shipping materials needed, etc.
 - 1.2. ensuring inclusive meetings (for more information, consult Guide to planning inclusive meetings)
 - 1.3. recruiting participants
 - 1.4. managing invitation and information-consent processes
 - 1.5. arranging travel and hospitality (per the National Joint Council Directive)
 - 1.6. providing honorariums or participant incentives or financial support, if required
 - 1.7. communicating privacy rights, obtaining consent to use personal information
 - 1.8. reducing the environmental impact of in-person events by, for example, avoiding single-use products, ensuring materials are recycled and printing only the necessary amount of paper; for more information, please consult Environment Canada's Green Meeting Guide
- 2. two-way dialogue engagement design and implementation services, including:
 - 2.1. facilitation
 - 2.2. note taking
 - 2.3. implementing two-way engagement methods and techniques, appropriate to and with consideration of particular engagement objectives, which could include but are not limited to:
 - 2.3.1.methods that support shared understanding of facts and issues, setting the ground for dialogue and deliberation
 - 2.3.2.methods that <u>address cognitive bias</u> by helping participants to be aware of people's tendency to be more attentive to what confirms their views rather than what infirms them
 - 2.3.3.methods that build consensus (that is, lead participants to find common ground on divisive issues)
 - 2.3.4.methods that create a safe-space for all those involved in the engagement, including traditionally marginalized groups
 - 2.3.5.methods that focus on problem solving
 - 2.3.6.methods that support creative thinking
 - 2.3.7.methods that allow involvement in decision making so participants have ownership of the results

B. Online

Implementation and facilitation services for online-only public engagement may include:

1. implementing and facilitating the use of digital platforms or tools, as part of other services listed in this Statement of Work, such as:

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

- 1.1. web presence platforms and tools that support engagement objectives, which could include but are not limited to:
 - 1.1.1.facilitating participatory and deliberative processes
 - 1.1.2.identifying or qualifying participants
 - 1.1.3.authenticating participants' identities
 - 1.1.4.determining how the location of the participants impacts their perspectives
 - 1.1.5.implementing privacy-by-design standards, which require thinking of privacy at every stage, including the planning stage, rather than only the end
 - 1.1.6.seeking ideas from a large pool of people, especially those outside the organization and its partners
 - 1.1.7.thinking of every step of how a situation is lived, which may require using data
 - 1.1.8.getting feedback on online prototypes or involving participants in the development of virtual prototypes before they are implemented
- 2. identifying, testing, selecting and deploying online tools appropriate to support of planned consultation activities in both official languages
- 3. testing of user acceptance, functionality, security, load and live environment, as well as procurement of necessary security certificates
- 4. moderation, which may include 24/7 monitoring
- 5. designing and scheduling activities, such as adding new material
- 6. developing and applying rules of engagement ensuring a safe space (for example, no cyberbullying)
- 7. translating or providing materials and services in other languages
- 8. collecting and monitoring of web analytics, including for:
 - 8.1. course correction
 - 8.2. collection, storage, maintenance and protection of information
 - 8.3. maintenance of tools
 - 8.4. technical support of clients and participants
 - 8.5. formatting of data that is not proprietary and can be easily analyzed

Category three: Analysis, reporting and evaluation

A. Without automated complex text analysis

B. With automated complex text analysis

Analysis, reporting and evaluation services may be required both with and without automated complex text analysis (except where noted). Such services may include:

- 1. data processing, analysis and reporting services, including:
 - 1.1. the design and development of data collection strategies and frameworks
 - 1.2. the design and development of data analysis methodologies and strategies
 - 1.3. the quantitative and qualitative analysis of input received through engagement, including:
 - 1.3.1.content analysis and text analytics
 - 1.3.2.the application of methods and tools (for example, machine learning and artificial intelligence) to aid analysis of large volumes of data (for sub-category B only)
 - 1.4. results tracking, reporting and analytics
 - 1.5. the provision of reports in various mediums, including text (plain-language principles must be applied), infographics and visual and alternative formats
 - 1.6. the incorporation of a GBA+ lens and GBA+ content considerations with respect to under-represented and marginalized communities, groups, populations and regions, including official-language minority communities
 - 1.7. culturally appropriate and respectful reporting, including with regard to issues involving Indigenous peoples, particularly given the principles of OCAP (ownership, control, access and possession) around data
 - 1.8. the development of strategies to disseminate results to the general public

Amd. No. - N° de la modif.

 $\begin{array}{l} \text{File No. - N}^{\circ} \; \text{du dossier} \\ cy 016.EN578\text{--}181138 \end{array}$

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

- 2. evaluation services, including:
 - 2.1. the development of evaluation criteria
 - 2.2. the provision of advice and support on evaluation methodologies appropriate to particular engagement initiatives
 - 2.3. the design and development of evaluation and data collection strategies and frameworks
 - 2.4. the use of standardized metrics and measures appropriate to goals
 - 2.5. the provision of learning-oriented evaluation that will allow lessons to be applied in the future
 - 2.6. the provision of quantitative and qualitative analysis of data related to evaluation and performance measures
 - 2.7. the provision of culturally appropriate and respectful evaluation, including with regard to issues involving Indigenous peoples
 - 2.8. the provision of reporting on evaluation in various mediums (see sub-section 1.5 above)

A1.6. Roles and responsibilities

A1.6.1. Project Authority and Technical Authority responsibilities

The Project Authority and Technical Authority will be responsible for coordinating the overall project, providing guidance to the Contractor, as required, and accepting and approving Contractor deliverables. Additionally, these representatives will:

- ensure that the appropriate Government of Canada (GC) subject matter, privacy, security and technical
 experts are available to the Contractor to discuss and provide content, source and/or reference material
 and to review deliverables, as well as to facilitate cooperation with other governmental and/or nongovernmental representatives
- 2. provide the Contractor with supporting background documentation and information not easily accessible to the Contractor, including (but not limited to) any GC and departmental policies, procedures, guidelines, templates, publications, reports and studies required by the Contractor to complete the requirements within each call-up
- 3. ensure the home pages of, for example, consultation websites and surveys include a standardized text box with the following sentence and symbols:
 - 3.1. "The Government of Canada is conducting this [consultation, etc.] on [subject]. [Name of firm] has been hired to administer the [consultation, etc.]."
 - 3.2. the official corporate signature (organizational title and flag symbol) and the Canada wordmark
- 4. if applicable, provide the Contractor with access to digital consultation platforms

A1.6.2 Contractor responsibilities

In addition to the completion of the deliverables and requirements specified in the contract resulting from this Procurement Tool, the Contractor must adhere to the following:

- 1. be available, with a minimum twenty-four (24) hour notice, to attend meetings with the Project Authority in person and/or by teleconference as convened by the Project Authority, when required
- be cognizant of and apply appropriate techniques, strategies and methodologies to account for and manage cultural and regional context and to ensure an understanding of how cultural diversity, regional disparities and content fit within the engagement activity which it undertakes
- 3. ensure that, whether it be in print or online, any consultation material and communications with the public (citizens, residents, Indigenous peoples and stakeholders) created during the performance of any work resulting from a call-up, regardless of medium (print or Web) adheres to the Specifications and Standards identified in Annex "A" and to the Terms and Conditions herein
- 4. at the completion of its work under a call-up, the Contractor must immediately provide the Project Authority with all records of information collected during the course of work under the call-up (unless otherwise specified), including but not limited to:
 - 4.1. correspondence with participants
 - 4.2. meeting and discussion notes related to the consultation
 - 4.3. all information and data collected pertaining to the feedback of the public (citizens, residents, Indigenous peoples and stakeholders)

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

5. in addition to the timely submission of all deliverables and fulfillment of obligations specified in each call-up, facilitate and maintain regular communication with the Project Authority; note that:

- 5.1. "communication" is defined as all reasonable efforts to inform all parties of plans, decisions, proposed approaches, implementation and results of work, to ensure that the project is progressing well and in accordance with expectations
- 5.2. communication may include phone calls, emails, faxes, mailings and meetings
- 5.3. in addition, the Contractor must immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work, as they arises.
- 6. submit, as required, formal status reports (written or verbal) that identify the activities that the Contractor accomplished since the last status report, those that were planned but not accomplished since the last status report and those planned for the next reporting period, according to the schedule specified in the contract; each call-up will specify the reporting requirements of the Project Authority
- 7. understand the GC context and GC quality assurance practices for:
 - 7.1. ensuring that services and deliverables will be provided in accordance with relevant GC acts, codes, regulations and policies
 - 7.2. managing timelines
 - 7.3. managing general security (for example, of personnel, site and assets), information security (for example, with regard to general security data protection, data segregation methods, data cleansing practices) and internal security (for example, with regard to the handling of sensitive information)
 - 7.4. maintaining privacy and access to information standards
 - 7.5. maintaining security and quality assurance standards for networks and communications
 - 7.6. implementing processes and methodologies to develop, test and implement online consultations, including ensuring the tools and/or platforms used comply to GC standards on web usability and web usability
 - 7.7. overcoming the potential technical challenges related to GC web standards

A1.7. Additional requirement regarding servers

Any servers, including back-up servers, containing or collecting data for the GC must be located within and only accessible from within Canadian boundaries, in a facility that has the document safeguarding capability specified in the contract. The database must be physically independent of all other databases directly or indirectly located outside Canada. All aspects of data processing must be conducted and only accessible within Canadian boundaries.

A1.8. Work and contract constraints

A1.8.1. Standards and specifications

All services rendered and deliverables completed in response to a call-up must comply with all relevant departmental or agency and GC acts, codes, regulations and policies in effect at the time of the call-up. The Contractor must adhere to the following minimum specifications and standards, which are applicable under this Procurement Tool.

- 1. Policy on Communications and Federal Identity
- 2. <u>Directive on the Management of Communications</u>
- 3. Policy on Government Security
- 4. Operational Security Standard: Management of Information Technology Security
- 5. GC requirements for Organization and personnel security screening
- 6. Directive on Travel, Hospitality, Conference and Event Expenditures
- 7. Official Languages Act
- 8. Policy on Official Languages
- 9. <u>Directive on Official Languages for Communications and Services</u>
- 10. Privacy Act
- 11. Duty to Consult

A1.8.2. Language of work

Amd. No. - N° de la modif.

 $\begin{array}{l} \text{File No. - N}^{\circ} \; \text{du dossier} \\ cy 016.EN578\text{--}181138 \end{array}$

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

The GC is required under the Official Languages Act to provide its services in both official languages of Canada. Given this requirement, the Contractor must have the capacity to conduct the work in both English and French. This requirement is waived for Indigenous-led Contractors conducting Indigenous engagement. Specific language requirements, for example Indigenous languages, will be defined in individual call-ups. As specified in the current Guideline for External Use of Web 2.0, the use of translation software or automated online translations is not recommended for official GC communications because of their limitations. The GC is responsible for the content of the information provided, even when the information is housed on third-party platforms, and therefore would be responsible for the quality of translations generated by automated software.

A1.8.3. Access to information and privacy

The GC is required to comply with the Access to Information Act and the Privacy Act. In the conduct of engagement and consultation activities, compliance with the Privacy Act is of utmost concern. As such, specific privacy requirements will be identified in each call-up.

The Contractor acknowledges that the GC is bound by the Privacy Act with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract and must not use, copy, disclose, dispose of or destroy such personal information, except in accordance with this clause or with specific privacy clauses included in the individual call-up and the delivery provisions of the Contract.

All such personal information is the property of the GC, and the Contractor has no right in or to that information. The Contractor shall ensure that the personal information is protected against loss or theft, as well as unauthorized access, disclosure, transfer, copying, use, modification or disposal.

The Contractor must deliver to the GC all such personal information in whatever form, including all working papers, notes, memorandums, reports, data in machine-readable format or otherwise, and documentation that have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as the GC may request. Upon delivery of the personal information to the GC, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

 $\begin{array}{l} \text{File No. - N}^{\circ} \; \text{du dossier} \\ cy016.EN578\text{--}181138 \end{array}$

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

ANNEX "B"

BASIS OF PAYMENT

NOTE TO OFFERORS:

Offerors must submit an hourly rate for each of the Sub-Categories for which they are proposing their services.

The Offeror will be paid in accordance with the following Basis of Payment for Work performed pursuant to any resulting Call-up against the Standing Offer.

Offerors must include all agency charges in their hourly rates as no other agency fee or commission will be payable above these rates.

The hourly rates are firm and will also be used in the evaluation process of the Request for Standing Offer.

B.1 HOURLY RATES FOR THE STANDING OFFER

The firm hourly rates are all inclusive. They include the cost of labour, fringe benefits, general and administrative expenses, overhead, profit and the like, excepting any applicable taxes. All expenses normally incurred in providing the services (i.e. project office space [including Contractor's hardware and software], word processing, reports, work estimates, photocopying, courier and telephone charges, local travel and the like) are included in the firm hourly rate identified hereunder, and will not be permitted as direct charges under any Callup against a Standing Offer. **The Contractor is not permitted to charge hourly rates to prepare work estimates.**

The rates are in Canadian currency, Customs and duties are included and Harmonized Sales Tax (HST) is extra, if applicable.

	HOURLY RATE FOR	HOURLY RATE	HOURLY RATE	HOURLY RATE			
	INITIAL PERIOD	FOR OPTION	FOR OPTION	FOR OPTION			
	(two (2) years)	PERIOD 1	PERIOD 2	PERIOD 3			
		ning and Developm	nent				
	A. Expert an	d Strategic Advice		1			
Expert and Strategic Advice Hourly Rate	\$	\$	\$	\$			
	B. Conter	nt Development					
Content Development Hourly Rate	\$	\$	\$	\$			
	Category 2: Implem	nentation and Facili	tation				
	For both A. In-I	Person and B. Onlin	ne				
Project Management Hourly Rate	\$	\$	\$	\$			
	A. In-Person						
Logistics Services Hourly Rate	\$	\$	\$	\$			

EN578-18-1138

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

Two-Way Dialogue Engagement Design and Implementation Services Hourly Rate	\$	\$	\$	\$
	B	. Online		
Digital Platform/Tool Technical Services Hourly Rate	\$	\$	\$	\$
Digital Facilitation Services Hourly Rate	\$	\$	\$	\$
	Category 3: Analysis,	Reporting, and Ev	aluation	
A. Without automat	ed complex text analys	is and B. With auto	mated complex tex	t analysis
Analysis, Reporting, and Evaluation services Hourly Rate	\$	\$	\$	\$

B.1.1 SUBCONTRACTED SERVICES

The Contractor will be reimbursed at cost for any actual expenditures reasonably and properly incurred (e.g. digital tool/platform, equipment, rental, material, translation, hospitality, etc) to acquire goods and services from outside suppliers at the suppliers price, net of any trade or prompt payment discounts.

For each subcontracted service over \$25,000.00 (GST/HST included), during the life of the contract which includes the option periods, the Contractor will obtain competitive bids from no less than three outside suppliers. The Contractor must provide to the Contracting Authority and the Project Authority, the names of the suppliers who submitted bids, the total amount of each bid obtained, the selection criteria and results.

B.1.2 DIRECT EXPENSES

The professional fees submitted in B.1 are all inclusive.

The Contractor will be reimbursed for expenses not covered in the Hourly Rates, in certain cases and at the sole discretion of Canada, where services outside of normal overhead expenses are required to complete the Work. These expenses will be reimbursed net of any discounts, with no mark-up, provided the costs are approved in advance by the Project Authority and they are reasonably and properly incurred in carrying out services outlined the Call-up to the Standing Offer.

B.1.3 TRAVEL AND LIVING EXPENSES

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

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

All payments are subject to government audit.

B.1.4 CONTRACTUAL JOINT VENTURE (IF APPLICABLE)

The Offeror is a contractual joint venture and the signatories are acting and responsible jointly and severally. The payment of monies under the Contract to the identified lead member, (insert name), shall be deemed a payment to all signatories and furthermore, will act as a release from all parties. In addition, it is agreed that giving notice by Canada to the identified lead member shall be deemed notice to all parties.

 $\label{eq:solicitation} \begin{array}{l} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ EN578-181138/C \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ EN578-18-1138 \end{array}$

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N° CCC - FMS No./N° VME}$

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

The security requirements will be added to this solicitation in a future amendment.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

ANNEX "D"

TECHNICAL AND FINANCIAL EVALUATION CRITERIA

1 TECHNICAL EVALUATION

1.1. MANDATORY TECHNICAL CRITERIA

MA.1 FIRM'S EXPERIENCE (The samples will be rated under RA.1.)

The Offeror must submit at least three (3) public engagement projects completed within the last five (5) years (as of the bid closing time) for any or all of the six (6) service subcategories.

Offerors do not need to submit an offer for each service subcategory.

For each service subcategory for which the Offeror is submitting an offer, three (3) project examples must be submitted.

The same project may be submitted for more than one subcategory.

A public engagement project is deemed completed when all the requirements for deliverables have been met and approved by the client. For evaluation purposes, public engagement is defined as follows: "involving those who are affected by a decision in the decision-making process. Public engagement promotes sustainable decisions by providing participants with the information they need to be involved in a meaningful way, and it communicates to participants how their input affects the decision." Please refer to Annex A – Statement of Work for definitions.

The following are the service categories:

Category 1: Planning and Development

Sub-Category- C. Expert and Strategic Advice
Sub-Category- D. Content Development

Category 2: Implementation and Facilitation

For both in person and online
Sub-Category- C. In person
Sub-Category- D. Online

Category 3: Analysis, Reporting and Evaluation

Sub-Category- C. Without Automated Complex Text Analysis
Sub-Category- D. With Automated Complex Text Analysis

MA.2 OFFEROR'S CHOICE – SUBCATEGORY SELECTION: The Offeror must complete Appendix 2 – Offeror's Choice – Subcategory Selection in order to identify the category or categories for which they are providing the required services.

MA.3 BASIS OF PAYMENT: The Offeror must provide rates for the initial period and each of the option periods of the Standing Offer in accordance with Annex B – Basis of Payment, for each of the hourly rates applicable to the categories for which they are submitting an offer. If pricing is not provided for a component, a price of zero will be assigned to the component, and the Offeror will be given an opportunity to agree with the zero amount. If the Offeror agrees, then the Basis of Payment will be considered compliant. However, if the Offeror disagrees, then the proposal will be deemed non-compliant and no further evaluation will be done.

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

MA.4 OFFEROR PROFILE: By submitting an Offer, the Offeror agrees to complete an Offeror Profile, either prior to or in the early stages after the Standing Offer issuance. The Standing Offer Authority will provide the Standing Offer Holder with a template to complete. Offeror Profiles will be used to help departments and agencies select a firm for call-ups under the Standing Offer.

MA.5 QUALITY ASSURANCE: A comprehensive statement for R4 Quality Assurance must be submitted with the Offer.

OFFERS NOT MEETING ALL OF THE MANDATORY TECHNICAL CRITERIA WILL BE GIVEN NO FURTHER CONSIDERATION.

1.2 POINT-RATED TECHNICAL CRITERIA

For each "Firm's Experience" criterion, the Offeror shall be assessed against the consultation project samples provided in accordance with **MA.1**.

All of the point-rated technical criteria have a minimum pass mark of 70%. The Offeror must obtain the minimum pass mark for all the criteria of a subcategory. Offerors who fail to meet the minimum pass mark for one or more criteria in a subcategory will be deemed non-compliant for that subcategory. Optional Services also has a minimum pass mark of 70%. Failing to obtain the minimum pass mark for Optional Services criteria will not have any impact on obtaining the subcategory itself. Points allocated to Optional Services will only come into play when there is a request for a call-up and the optional service is requested. It will be used to determine the best value supplier and nominal share allocation.

To be deemed responsive, every Offeror, regardless of subcategories offered, must obtain the minimum R4 Quality Assurance pass mark.

Please complete the Sample Template – "Proposed Project Summary Sheet" in Appendix 1 for project samples. The template will include a section for all subcategories. Subcategories that are not being offered do not need to be completed.

Amd. No. - N° de la modif.

 $\begin{array}{l} \text{File No. - N}^{\circ} \; \text{du dossier} \\ cy 016.EN578\text{--}181138 \end{array}$

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Summary of Point-Rated Criteria

Category 1: Planning and Development

R1A Subcategory – Expert and Strategic Advice (120 points)

R1A.1: Firm's Experience (90 points)

R1A.2: GBA+ (10 points)

R1A.3: Evaluation Planning Advice (10 points)

R1A Optional Services – Engaging with Indigenous People (10 points)

R1B Subcategory - Content Development (65 points)

R1B.1: Firm's Experience (45 points)

R1B.2: GBA+ (10 points)

R1B Optional Services – Engaging with Indigenous People (10 points)

Category 2: Implementation and Facilitation

For both Subcategory A - In-Person and Subcategory B - Online

R2 Project Management (110 points)

R2.1: Firm's Experience (90 points)

R2.2: GBA+ (10 points)

R2. Optional Services – Engaging with Indigenous People (10 points)

For R2A Subcategory A - In-Person (Total of 285 points)

R2A.1 Logistics Services (65 points)

R2A.1.1: Firm's Experience (45 points)

R2A.1. Optional Services 1 – Provision of Honoraria and Participant Incentives (10 points)

R2A.1. Optional Services 2 – Planning and Coordinating Travel and Hospitality Arrangements (10 points)

R2A.2 Two-way dialogue engagement design and implementation (110 points)

R2A.2.1: Firm's Experience (90 points)

R2A.2.2: GBA+ (10 points)

R2A.2. Optional Services – Engaging with Indigenous People (10 points)

For R2B Subcategory B – Online (Total of 200 points)

R2B.1 Digital Platform/Tool and Facilitation (90 points)

R2B.1.1: Firm's Experience (90 points)

Category 3: Analysis, Reporting and Evaluation

For both Subcategory A – Without Automated Complex Text Analysis and Subcategory B – With Automated Complex Text Analysis

R3 Analysis, Reporting and Evaluation (110 points)

R3.1: Firm's Experience (90 points)

R3.2: GBA+ (10 points)

R3 Optional Services – Engaging with Indigenous People (10 points)

Criteria applicable to all Offerors

R4 Quality Assurance (30 points)

R4.1 Quality Assurance Comprehensive Statement (30 points)

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\ \text{CCC - FMS No./N}^{\circ}\ \text{VME}$

File No. - N° du dossier cy016.EN578-181138

<u>To provide services under Category 1: Planning and Development, Subcategory A – Expert and Strategic</u> Advice, the Offeror will be evaluated on the following criteria:

R1A Subcategory – Expert and Strategic Advice

R1A.1 Firm's Experience (project example) (30 points per project submitted) (Minimum pass mark for this criterion is 63 points.)

For each of the three (3) project examples, the Offeror must provide detailed information on the following in its submission:

- Explain the objective(s) of the process and how it was framed (i.e., identify what the policy problem is, understand the public's needs, come up with new ideas/solutions, identify the consequences of solutions considered);
- Explain the strategy, including the choice of methodology, techniques and rationale used to achieve the project's objectives, scope and requirements;
- Explain how the target clientele (who should participate) was defined and how to reach them;
- Describe challenges and solutions encountered, i.e.,
 - o How to reach individuals and groups that are difficult to reach;
 - Taking the regional context into account;
 - o Compliance with policies, standards and procedures;
 - How to schedule activities to fit with the deadlines.
- Explain how feedback from the client was sought and taken into consideration;
- Provide details of results that highlighted the effectiveness of expert and strategic advice and describe any lessons learned; and
- Provide details of how privacy and archival and disposal of data were taken into consideration.

Expert and Strategic Advice (up to a maximum of 90 points) (Minimum pass mark for this criterion is 63 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (percentage factor of 0.7):	1		/ 30	
Criterion for an established minimum acceptable response (percentage factor of 0.7):	2		/ 30	
Criterion for an established minimum acceptable response (percentage factor of 0.7):	3		/ 30	

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** Acceptable information on expert and strategic advice was provided in order to achieve the project's objectives. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on expert and strategic advice was provided in order to achieve the project's objectives. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on expert and strategic advice was provided in order to achieve the project's objectives. All elements were addressed and well-defined.

R1A.2 Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)

For one (1) of the public engagement projects submitted under R1A.1, the Offeror must:

- describe how Gender-based Analysis Plus (GBA+) principles were incorporated into the project OR how they could have been incorporated; and
- provide detailed information on its impact on the expert and strategic advice.

Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R1A.1		/ 10	

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present.

<u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information was provided on Gender-based Analysis Plus (GBA+) for this criterion. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on Gender-based Analysis Plus (GBA+) was provided for this criterion. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on Gender-based Analysis Plus (GBA+) was provided for this criterion. All elements were addressed and well-defined.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

R1A.3 Evaluation Planning Advice (10 points) (Minimum pass mark for this criterion is 7 points.)

For one (1) of the public engagement projects submitted under R1A.1, the Offeror must:

- describe how evaluation planning advice was incorporated OR could have been incorporated; and
- provide detailed information on its impact on the expert and strategic advice.

Evaluation Planning Advice (10 points) (Minimum pass mark for this criterion is 7 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R1A.1		/ 10	

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present.

<u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on evaluation planning advice was provided for this criterion. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on evaluation planning advice was provided for this criterion. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on evaluation planning advice was provided for this criterion. All elements were addressed and well-defined.

R1A.Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)

To offer this optional service for Expert and Strategic Advice under the Standing Offer, one (1) of the three (3) public engagement projects submitted under R1A.1 must include engagement with Indigenous Peoples.

Note: To offer Expert and Strategic Advice for engaging Indigenous people only, three (3) projects must still be assessed against R1A.1 and obtain the minimum pass mark.

File No. - N° du dossier cy016.EN578-181138 Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

The Offeror must include:

 detailed information on how it ensured that the expert and strategic advice would be effective in reaching and engaging Indigenous people.

Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R1A.1		/ 10	

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present.

<u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** Acceptable information was provided on how the Offeror ensured that the expert and strategic advice would be effective in reaching and engaging Indigenous people. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on how the Offeror ensured that the expert and strategic advice would be effective in reaching and engaging Indigenous people was provided. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on how the Offeror ensured that the expert and strategic advice would be effective in reaching and engaging Indigenous people was provided. All elements were addressed and well-defined.

<u>To provide services under Category 1: Planning and Development, B – Content Development, the Offeror will be evaluated on the following criteria:</u>

R1B Subcategory – Content Development

R1B.1 Firm's Experience (project example) (15 points per project submitted) (Minimum pass mark for this criterion is 31.5 points.)

For each of the three (3) project examples, the Offeror must provide detailed information on the following in its submission:

- Demonstrated experience in developing a variety of materials/tools in both French and English*(See note under R1B Optional Services). Examples may include agendas, discussion guides, and documents to support discussions and activities undertaken by participants. These documents outline objectives, provide a clear overview of the issue(s) and ensure that participants can contribute effectively;
- Demonstrated ability to produce content in plain language and in a variety of formats, which may include information design and data visualization;
- Method used to gather and organize information to be part of the materials/tools:
- A description of the challenges and solutions encountered during content development;

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

 Detailed information on results that highlighted the effectiveness of the developed content and the lessons learned.

Content Development (up to a maximum of 45 points) (Minimum pass mark for this criterion is 31.5 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1		/ 15	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	2		/ 15	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	3		/ 15	

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present.

<u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information was provided on content development in order to achieve the project's objectives. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on content development was provided to achieve the project's objectives. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on content development was provided to achieve the project's objectives. All elements were addressed and well-defined.

R1B.2 Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)

For one (1) of the public engagement projects submitted under R1B.1, the Offeror must:

- describe how Gender-based Analysis Plus (GBA+) principles were incorporated OR how they could have been incorporated; and
- provide detailed information on impact on content development.

File No. - N° du dossier cy016.EN578-181138

Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)					
Assessment of Criteria	Sample	Percentage Factor	Points		
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R1B.1		/ 10		

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** Acceptable information on Gender-based Analysis Plus (GBA+) was provided for this criterion. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on Gender-based Analysis Plus (GBA+) was provided for this criterion. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on Gender-based Analysis Plus (GBA+) was provided for this criterion. All elements were addressed and well-defined.

R1B.Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)

To offer this optional service under Content Development in the Standing Offer, one (1) of the three (3) public engagement projects submitted under R1B.1 must include engagement with Indigenous people.

The Offeror must include:

 detailed information on how it ensured that content would be effective in reaching and engaging Indigenous people.

Note: For this project, material does not need to have been developed in both French and English, but in one of these two official languages and at least one (1) local indigenous language. To be considered only for content development for the engagement of Indigenous people, the content for all three (3) projects may be developed in one of the two official languages and at least one (1) local indigenous language. Three (3) projects must also still be assessed against R1B.1 and obtain the minimum pass mark.

Buyer ID - Id de l'acheteur $cy016 \\ \text{CCC No./N° CCC - FMS No./N° VME}$

File No. - N° du dossier cy016.EN578-181138

Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R1B.1		/ 10	

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present.

<u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** Acceptable information on how the Offeror ensured that the content would be effective in reaching and engaging Indigenous people was provided. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on how the Offeror ensured that the content would be effective in reaching and engaging Indigenous people was provided. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on how the Offeror ensured that the content would be effective in reaching and engaging Indigenous people was provided. All elements were addressed and well-defined.

To provide services under Category 2: Implementation and Facilitation, A – In-Person and B – Online, the Offeror will be evaluated on the following criteria:

R2 Project Management for both Subcategory A - In-Person and Subcategory B - Online

R2.1 Firm's Experience (project example) (15 points per project submitted) (Minimum pass mark for this criterion is 63 points.)

For each of the three (3) project examples, the Offeror must provide detailed information on the following in its submission:

- Provide work plans and schedules that show the critical path for activities and deliverables;
- Explain the process for reporting to the client and to the clientele;
- Demonstrate overall team management;
- Demonstrate that the project was delivered within constraints, on time and within budget;
- Describe challenges and solutions related to change management and control procedures; and
- Describe lessons learned.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Project Management (up to a maximum of 180 points) (Minimum pass mark for this criterion is 126 points.)			
Assessment of Criteria	Sample	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1		/ 30
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	2		/ 30
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	3		/ 30

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present.

<u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on project management was provided to achieve the project's objectives. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on project management was provided to achieve the project's objectives. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on project management was provided to achieve the project's objectives. All elements were addressed and well-defined.

R2.2 Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)

For one (1) of the public engagement projects submitted under R2.1, the Offeror must:

- describe how Gender-based Analysis Plus (GBA+) principles were incorporated OR could have been incorporated; and
- provide detailed information on its impact on project management.

Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R2.1		/ 10	

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on Gender-based Analysis Plus (GBA+) was provided for this criterion. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on Gender-based Analysis Plus (GBA+) was provided for this criterion. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on Gender-based Analysis Plus (GBA+) was provided for this criterion. All elements were addressed and well-defined.

R2.Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)

To offer this optional service in the Implementation and Facilitation categories of the Standing Offer, one (1) of the three (3) public engagement projects submitted under R2.1 must include engagement with Indigenous people.

Note: To offer project management for the engagement of Indigenous people only, three (3) projects must still be assessed against R2.1 and obtain the minimum pass mark.

The Offeror must include:

• Detailed information on how the implementation and facilitation ensured effective outreach and engagement with Indigenous people, in their language of choice.

Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R2.1		/ 10	

File No. - N° du dossier cy016.EN578-181138 Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** Acceptable information on how the implementation and facilitation ensured effective outreach and engagement with Indigenous people was provided. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on how the implementation and facilitation ensured effective outreach and engagement with Indigenous people was provided. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on how the implementation and facilitation ensured effective outreach and engagement with Indigenous people was provided. All elements were addressed and well-defined.

If the Offeror does not provide the established minimum acceptable response for each criterion under R2 Project Management, then no additional criteria under <u>Category 2: Implementation and Facilitation</u>, <u>Subcategory A – In-Person will be evaluated and the Offeror will be deemed non-compliant under Category 2.</u>

<u>To provide services under Category 2: Implementation and Facilitation, A – In-Person, offerors will be</u> evaluated on the following criteria:

R2A.1 Logistics Services for Subcategory A – In-Person

R2A.1.1 Firm's Experience (project example) (15 points per project submitted) (Minimum pass mark for this criterion is 31.5 points.)

For each of the three (3) project examples, the Offeror must provide detailed information on the following in its submission:

- Describe the invitation and participant recruitment process;
- Describe challenges and solutions encountered during logistics planning;
- Describe challenges and solutions, such as communicating privacy rights and obtaining consent to use personal information, and what specific policies and procedures were followed; and
- Describe lessons learned.

cy016 CCC No./N° CCC - FMS No./N° VME

Buyer ID - Id de l'acheteur

File No. - N° du dossier cy016.EN578-181138

Logistics Services for A – In-Person (up to a maximum of 45 points) (Minimum pass mark for this criterion is 31.5 points.)			
Assessment of Criteria	Sample	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1		/ 15
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	2		/ 15
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	3		/ 15

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present.

<u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on logistics planning was provided to achieve the project's objectives. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on logistics planning was provided to achieve the project's objectives. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on logistics planning was provided to achieve the project's objectives. All elements were addressed and well-defined.

R2A.1.2 Optional Services – Provision of Honoraria and Participant Incentives (one (1) project example) (Must comply under R2A.1 Logistics Services for A – In-Person to offer this optional service)

For one (1) project example, the Offeror must provide detailed information on the following in its submission:

- Explain how it was determined that the honorarium/incentive was required or appropriate for the participants;
- · Describe how the type of honorarium was identified;
- Describe the direct impact of including the provision of honoraria or participant incentives or support in an engagement process;
- Describe any lessons learned.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Optional Services – Provision of Honoraria and Participant Incentives (10 points)
(Minimum pass mark for this criterion is 7 points.)

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on the provision of honoraria or participant incentives/support was provided to achieve the project's objectives. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on the provision of honoraria or participant incentives/support was provided to achieve the project's objectives. Most or all elements were addressed and well-defined. <u>Very Good (1)</u>: Complete and clearly expressed information on the provision of honoraria or participant incentives/support was provided to achieve the project's objectives. All elements were addressed and well-defined.

R2A.1.3 Optional Services – Planning and Coordinating Travel and Hospitality Arrangements (one (1) project example) (Must comply under R2A.1 Logistics Services for A – In-Person to offer this optional service)

For one (1) project example, the Offeror must provide detailed information on the following in its submission:

- Describe how travel and hospitality arrangements were successfully provided, including challenges and solutions; and
- Describe any lessons learned.

Optional Services – Provision of Honoraria and Participant Incentives (10 points) (Minimum pass mark for this criterion is 7 points.)

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on planning and coordinating travel and hospitality arrangements was provided to achieve the project's objectives. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on planning and coordinating travel and hospitality arrangements was provided to achieve the project's objectives. Most or all elements were addressed and well-defined. <u>Very Good (1)</u>: Complete and clearly expressed information on planning and coordinating travel and hospitality arrangements was provided to achieve the project's objectives. All elements were addressed and well-defined.

File No. - N° du dossier cy016.EN578-181138 Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

R2A.2 Two-Way Dialogue Engagement Design and Implementation for Subcategory A – In-Person

R2A.2.1 Firm's Experience (project example) (30 points per project submitted) (Minimum pass mark for this criterion is 63 points.)

For each of the three (3) project examples, the Offeror must provide detailed information on the following in its submission:

- Facilitation services provided in both French and English;
- Demonstrated experience in the use of a variety of methods and techniques to generate dialogue for a variety of objectives;
- Description of challenges and solutions encountered while providing facilitation services, such as dealing with emerging issues and unexpected or unforeseen events; and
- Description of any lessons learned.

One (1) of the three (3) public engagement projects must:

Include an engagement method other than a town hall meeting or the presentation of a set of
options to a selected group for feedback.

One (1) of the three (3) public engagement projects must:

Include the general public (citizens and residents).

Two-Way Dialogue Engagement Design and Implementation for A – In-Person (up to a maximum of 45 points) (Minimum pass mark for this criterion is 31.5 points.)			
Assessment of Criteria	Sample	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1		/ 30
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	2		/ 30
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	3		/ 30

File No. - N° du dossier cy016.EN578--181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on two-way dialogue engagement design and implementation was provided to achieve the project's objectives. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on two-way dialogue engagement design and implementation was provided to achieve the project's objectives. Most or all elements were addressed and well-defined. <u>Very Good (1)</u>: Complete and clearly expressed information on two-way dialogue engagement design and implementation was provided to achieve the project's objectives. All elements were addressed and well-defined.

R2A.2.2 Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)

For one (1) of the three (3) public engagement projects submitted under R2A.2.1, the Offeror must:

- Describe how Gender-based Analysis Plus (GBA+) principles were incorporated OR could have been incorporated; and
- Provide detailed information on its impact on the two-way dialogue engagement design and implementation process.

Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R2A.2.1		/ 10	

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on Gender-based Analysis Plus (GBA+) was provided for this criterion. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on Gender-based Analysis Plus (GBA+) was provided for this criterion. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on Gender-based Analysis Plus (GBA+) was provided for this criterion. All elements were addressed and well-defined.

R2A.2.Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

To offer this optional service of two-way dialogue engagement design and implementation as part of the Standing Offer, one (1) of the three (3) public engagement projects submitted under R2A.2.1 must include engagement with Indigenous people.

The Offeror must include:

 detailed information on how it ensured that the two-way dialogue engagement design and implementation project would be effective in reaching and engaging Indigenous people. For this project, services must have been provided in an Indigenous language.

Note: To offer two-way dialogue engagement design and implementation services for the engagement of Indigenous people only, three (3) projects must still be assessed against R2A.2.1 and obtain the minimum pass mark.

Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)				
Assessment of Criteria	Sample	Percentage Factor	Points	
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R2A.2.1		/ 10	

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** Acceptable information on how the Offeror ensured that the design and implementation of the engagement project would be effective in reaching and engaging Indigenous people was provided. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on how the Offeror ensured that the design and implementation of the engagement project would be effective in reaching and engaging Indigenous people was provided. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on how the Offeror ensured that the design and implementation of the engagement project would be effective in reaching and engaging Indigenous people was provided. All elements were addressed and well-defined.

If the Offeror does not provide the established minimum acceptable response for each criterion under R2 Project Management, then no additional criteria under <u>Category 2: Implementation and Facilitation</u>, <u>Subcategory B – Online will be evaluated and the Offeror will be deemed non-compliant under Category 2.</u>

<u>To provide services under Category 2: Implementation and Facilitation, B – Online, the Offeror will be</u> evaluated on the following criteria:

R2B.1 Digital Platform/Tool and Facilitation, as part of other services, for Subcategory B – Online

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

R2B.1.1 Firm's Experience (project example) (30 points per project submitted) (Minimum pass mark for this criterion is 63 points.)

For each of the three (3) project examples, the Offeror must provide detailed information on the following in its submission:

- Demonstrate the delivery through in-house development or subcontracting of the online platform;
- Explain the process for testing the online platform;
- Explain the processes and capabilities to support troubleshooting and technical support;
- Explain how the information was kept reliable and secure (information security);
- Demonstrate the facilitator's role during the consultations;
- · Demonstrate how the rules of engagement were applied;
- Demonstrate that the facilitation services was done in French and/or in English and/or in Indigenous languages;
- Demonstrate experience in the use of a variety of techniques to generate online dialogue;
- Describe challenges and solutions encountered while providing the online facilitation services, such as dealing with emerging issues and unexpected or unforeseen events;
- Demonstrate how data produced were in a format that allowed analysis and could be made available as open data; and
- Describe any lessons learned.

Digital Platform/Tool and Facilitation, as part of other ser (Minimum pass mark for this criterion)	•		f 90 points)
Assessment of Criteria	Sample	Percentage	Points

Assessment of Criteria	Sample	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1		/ 30
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	2		/ 30
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	3		/ 30

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present.

<u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or to basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on the digital platform/tool and facilitation was provided to achieve the project's objectives. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on the digital platform/tool and facilitation was provided to achieve the project's objectives. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on the digital platform/tool and facilitation was provided to achieve the project's objectives. All elements were addressed and well-defined.

<u>To provide services under Category 3: Analysis, Reporting and Evaluation, the Offeror will be evaluated on the following criteria:</u>

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

R3 Analysis, Reporting and Evaluation

- A. Without Automated Complex Text Analysis
- B. With Automated Complex Text Analysis*

R3.1 – Firm's Experience (project example) (30 points per project submitted) (Minimum pass mark for this criterion is 63 points.)

For each of the three (3) project examples, the Offeror must provide detailed information on the following in its submission:

- Demonstrated experience in:
 - o planning and outlining data collection frameworks;
 - o planning and outlining the analysis plan
- Demonstrated experience in carrying out quantitative and qualitative analysis using efficient and reliable methods;
- Describe challenges and solutions encountered in the production of reports, and types of reports;
- Demonstrate how the assessment was carried out or could have been carried out, including criteria and how the results were presented;
- Number of participants involved and amount of data analyzed; and
- · Describe any lessons learned.

*To qualify for Subcategory B – With Automated Complex Text Analysis, two (2) of the three (3) projects submitted should fall into Subcategory B, including one (1) project with over 10,000 participants. It must be clearly stated which project falls into this subcategory. The Offeror must explain how quality analysis was done for text in both official languages. A complex text is at least 50 words.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

Analysis, Reporting, and Evaluation (up to a maximum of 90 points) (Minimum pass mark for this criterion is 63 points.)							
Assessment of Criteria	Sample	Percentage Factor	Points				
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1		/ 30				
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	2		/ 30				
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	3		/ 30				

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or to basic. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** Acceptable information on data analysis, reporting and evaluation was provided to achieve the project's objectives. More detailed information might have been provided for a few elements, but there is no real impact on the assessment. Good (0.8): Good information on data analysis, reporting and evaluation was provided to achieve the project's objectives. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on data analysis, reporting and evaluation was provided to achieve the project's objectives. All elements were addressed and well-defined.

R3.2 Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)

For one (1) of the three (3) public engagement projects submitted under R3.1, the Offeror must:

- describe how Gender-based Analysis Plus (GBA+) principles were incorporated OR could have been incorporated; and
- provide detailed information on its impact on the analysis, reporting and evaluation.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Gender-based Analysis Plus (GBA+) (10 points) (Minimum pass mark for this criterion is 7 points.)						
Assessment of Criteria	Sample	Percentage Factor	Points			
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R3.1		/ 10			

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on Gender-based Analysis Plus (GBA+) was provided for this criterion. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information on Gender-based Analysis Plus (GBA+) was provided for this criterion. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information on Gender-based Analysis Plus (GBA+) was provided for this criterion. All elements were addressed and well-defined.

R3.Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)

To offer this optional Analysis, Reporting and Evaluation service as part of the Standing Offer, one (1) of the three (3) public engagement projects submitted under R3.1 must include engagement with Indigenous people.

The Offeror must include:

detailed information on how it analyzed, reported and evaluated engagement with Indigenous people.
 The reporting must have been available in the language of the Indigenous people who were engaged.

Note: To offer analysis, reporting and evaluation services for the engagement of Indigenous people only, three (3) projects must still be assessed against R3.1 and obtain the minimum pass mark.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

Optional Services – Engaging with Indigenous People (10 points) (Minimum pass mark for this criterion is 7 points.)							
Assessment of Criteria	Sample	Percentage Factor	Points				
Criterion for an established minimum acceptable response (Percentage factor of 0.7):	1, 2 or 3 from R3.1		/ 10				

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present. <u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or too basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information on how the Offeror analyzed, reported and evaluated engagement with Indigenous people was provided. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

Good (0.8): Good information on how the Offeror analyzed, reported and evaluated engagement with Indigenous people was provided. Most or all elements were addressed and well-defined. Very Good (1): Complete and clearly expressed information on how the Offeror analyzed, reported and evaluated engagement with Indigenous people was provided. All elements were addressed and well-defined.

To provide services under any subcategory, the Offeror will be evaluated on the following criteria.

R4 QUALITY ASSURANCE (Maximum 30 points – Minimum of 21 points)

To be deemed responsive, every Offeror, regardless of subcategories of services offered, must include in its offer a comprehensive statement and obtain the minimum pass mark for this criterion.

R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark for this criterion is 21 points.)

At a minimum, we are looking for compliance with the following criteria:

Describe the systems and processes that are in place to manage consultation projects, including how resources are assigned to projects and how timelines are managed and monitored, and the Offeror's approach to quality assurance.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

Quality Assurance (up to a maximum of 30 points) (Minimum pass mark for this criterion is 21 points.)						
Assessment of Criteria	Percentage Factor	Points				
Criterion for an established minimum acceptable response (Percentage factor of 0.7):		/ 30				

Percentage factors used for the evaluation:

Not acceptable (0): The information provided was unsuitable or insufficient or not present.

<u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or not acceptable and/or to basic. Less than established minimum.

<u>Acceptable (0.7)</u>: **This is the established minimum.** Acceptable information in order to assess the quality assurance systems and processes that are in place to manage resources, projects and timelines was provided. More detailed information might have been provided for a few elements, but there is no real impact on the assessment.

<u>Good (0.8)</u>: Good information in order to assess the quality assurance systems and processes that are in place to manage resources, projects and timelines was provided. Most or all elements were addressed and well-defined.

<u>Very Good (1)</u>: Complete and clearly expressed information in order to assess the quality assurance systems and processes that are in place to manage resources, projects and timelines was provided. All elements were addressed and well-defined.

1.3 FINANCIAL EVALUATION FOR ALL SUBCATEGORIES

The figures below are for demonstration purposes only and do not represent current or expected hourly rates.

The financial scores will be calculated as follows.

This is an example of only one hourly rate in order to obtain a better understanding of how the calculations are performed.

<u>Step 1</u>: For each Offeror, a combined hourly rate will be calculated by adding together the rates submitted for each hourly rate for the four periods of the Standing Offer (initial two-year period, optional period 1, optional period 2, optional period 3). Because of the length of the initial option, it will be counted twice in the average for the combined hourly rate.

 $\label{eq:solicitation} \begin{array}{l} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ EN578-181138/C \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ EN578-18-1138 \end{array}$

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

cy016.EN578-181138

Service Categories	HOURLY RATE FOR INITIAL TWO YEAR PERIOD	HOURLY RATE FOR OPTIONAL PERIOD 1	HOURLY RATE FOR OPTIONAL PERIOD 2	HOURLY RATE FOR OPTIONAL PERIOD 3	COMBINED HOURLY RATE
2A: Logistics Planning	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00

Firm B

Service Categories	HOURLY RATE FOR INITIAL TWO YEAR PERIOD	HOURLY RATE FOR EXTENSION OF PERIOD 1	HOURLY RATE FOR EXTENSION OF PERIOD 2	HOURLY RATE FOR OPTIONAL PERIOD 3	COMBINED HOURLY RATE
2A: Logistics Planning	\$75.00	\$80.00	\$85.00	\$90.00	\$81.00

Firm C

Service Categories	HOURLY RATE FOR INITIAL TWO YEAR PERIOD	HOURLY RATE FOR EXTENSION OF PERIOD 1	HOURLY RATE FOR EXTENSION OF PERIOD 2	HOURLY RATE FOR OPTIONAL PERIOD 3	COMBINED HOURLY RATE
					\$62.00
2A: Logistics Planning	\$50.00	\$60.00	\$70.00	\$80.00	

Firm D

Service Categories	HOURLY RATE FOR INITIAL TWO YEAR PERIOD	HOURLY RATE FOR EXTENSION OF PERIOD 1	HOURLY RATE FOR EXTENSION OF PERIOD 2	HOURLY RATE FOR OPTIONAL PERIOD 3	COMBINED HOURLY RATE	
2A: Logistics Planning	Technically non-compliant – Did not obtain the minimum points required					

Firm E

Service Categories	HOURLY RATE FOR INITIAL TWO YEAR PERIOD	HOURLY RATE FOR EXTENSION OF PERIOD 1	HOURLY RATE FOR EXTENSION OF PERIOD 2	HOURLY RATE FOR OPTIONAL PERIOD 3	COMBINED HOURLY RATE	
2A: Logistics Planning	Technically non-compliant – Did not obtain the minimum points required					

Firm F

Service Categories	HOURLY RATE FOR INITIAL TWO YEAR PERIOD	HOURLY RATE FOR EXTENSION OF PERIOD 1	HOURLY RATE FOR EXTENSION OF PERIOD 2	HOURLY RATE FOR OPTIONAL PERIOD 3	COMBINED HOURLY RATE
2A: Logistics Planning	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

Firm G

Service Categories	HOURLY RATE FOR INITIAL TWO YEAR PERIOD	HOURLY RATE FOR EXTENSION OF PERIOD 1	HOURLY RATE FOR EXTENSION OF PERIOD 2	HOURLY RATE FOR OPTIONAL PERIOD 3	COMBINED HOURLY RATE
2A: Logistics Planning	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00

Firm H

 $\begin{tabular}{ll} Solicitation No. - N^\circ de l'invitation \\ EN578-181138/C \\ Client Ref. No. - N^\circ de réf. du client \\ EN578-18-1138 \\ \end{tabular}$

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N° CCC - FMS No./N° VME}$

File No. - N° du dossier cy016.EN578-181138

Service Categories	HOURLY RATE FOR INITIAL TWO YEAR PERIOD	HOURLY RATE FOR EXTENSION OF PERIOD 1	HOURLY RATE FOR EXTENSION OF PERIOD 2	HOURLY RATE FOR OPTIONAL PERIOD 3	COMBINED HOURLY RATE
2A: Logistics Planning	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00

<u>Step 2</u>: The highest and lowest average hourly rates will be removed prior to calculation of the overall average rate per category. If there are three or fewer offers for this hourly rate, no hourly rates will be removed.

Offeror	FIRM A	FIRM B	FIRM C	FIRM D	FIRM E	FIRM F	FIRM G	Firm H
Combined rate for 2A: Logistics Planning	\$80.00	\$81.00	\$62.00	Non- compliant	Non- compliant	\$25.00	\$250.00	\$30.00
Average Combined rate for 2A: Logistics Planning	Average = \$253.00 / 4 = \$63.25							

Solicitation No. - N° de l'invitation EN578-181138/C Client Ref. No. - N° de réf. du client EN578-18-1138

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur cv016 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier cy016.EN578-181138

Step 3: If any Bidder's average hourly rate is more than 50% below or 100% above the overall average of

hourly rates, it will be deemed non-responsive.

Offeror	FIRM A	FIRM B	FIRM C	FIRM D	FIRM E	FIRM F	FIRM G	FIRM H
Combined rate for 2A: Logistics Planning	\$80.00	\$81.00	\$62.00	Non- compliant	Non- compliant	\$25.00	\$250.00	\$30.00
Combined hourly rates below average, more than 50% below (\$63.25/2) =								
<u>\$31.62</u>	Responsive	Responsive	Responsive	Non-	Non-	Non-	Non-	Non-
Combined hourly rates below average, more than 50% above (\$63.25*2) =	responsive	responsive	Responsive	responsive	responsive	responsive	responsive	responsive
<u>\$126.50</u>								

The offers from Firm F and Firm H would be non-responsive because they did not meet the minimum responsive hourly rate requirement. The offer from Firm G would be non-responsive because it exceeded the maximum responsive hourly rate requirement.

Please note that being deemed non-responsive for an hourly rate during the financial evaluation could affect the responsiveness of service categories.

Step 4: The hourly rates will be grouped into their associated subcategory. Some only have one hourly rate, while others have many. If there is more than one hourly rate in the category, the sum of all hourly rates under that category will be used. If there is only one hourly rate in the subcategory, then this step can be skipped. The category in bold below is relevant to this current example. Combined rates for its other two (2) hourly rates (Project Management and Two-Way Dialogue Engagement Design and Implementation) would be calculated separately through Steps 1 to 3.

Category 1: Planning and Development

- Expert and Strategic Advice (1 hourly rate)
 - Expert and Strategic Advice
- B. Content Development (1 hourly rate)
 - Content Development

Category 2: Implementation and Facilitation for both in person and online

- In person (3 hourly rates)
 - Project Management
 - Logistic Services
 - Two-Way Dialogue Engagement Design and Implementation
- B. Online (1 hourly rate)
 - Digital Platform/Tool and Facilitation

Category 3: Analysis, Reporting and Evaluation (1 hourly rate for both A and B)

- Without Automated Complex Text Analysis
- B. With Automated Complex Text Analysis
 - Analysis, Reporting and Evaluation

Category 2A – In-person	FIRM A	FIRM B	FIRM C
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Solicitation No. - N° de l'invitation EN578-181138/C

Client Ref. No. - N° de réf. du client EN578-18-1138

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

Combined rate for 2: Project Management	\$90.00	\$95.00	\$62.00
Combined rate for 2A: Logistics Planning	\$80.00	\$81.00	\$62.00
Combined rate for 2A: Two-Way Dialogue Engagement Design and Implementation	\$70.00	\$81.00	\$62.00
Combined rate for Category 2A-In-person	\$240.00	\$257.00	\$186.00

Step 5:

The weighted Pricing Score will be determined per subcategory.

<u>Lowest Responsive Combined Rate for subcategory</u> X 30 = Weighted Financial Score Offeror's Combined Rate for subcategory

Lowest responsive combined rate and financial ratio	
Lowest responsive combined rate for the subcategory:	\$186.00
Financial ratio	30.00

Offeror	Combined Rate for Subcategory	PRICING SCORE
FIRM A	\$240.00	23.25
FIRM B	\$257.00	21.71
FIRM C	\$186.00	30.00

1.4 COMBINED RATING FOR ALL SUBCATEGORIES

This is an example of only one subcategory (Category 2, A – In-Person) to better understand how the calculations are carried out. The financial scores used are those from the example at 1.3 FINANCIAL EVALUATION FOR ALL SUBCATEGORIES.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

File No. - N° du dossier cy016.EN578-181138

Technical Merit Score (Category 2, A – In-Person)

	R2 Project Manage	R2A.1 Logistic Services (65 points)	
	R2.1 Firm's	R2.2 GBA+ (10 points)	R2A.1.1 Firm's
FIRMS	Experience (90	(Minimum pass mark	Experience (45
	points) (Minimum	= 7 points)	points) (Minimum
	pass mark = 63	. ,	pass mark = 31.5
	points)		points)
FIRM A	30 + 24 + 30 = 84	6	12 + 15 + 15 = 42
FIRM B	30 + 24 + 30 = 84	9	12 + 12 + 15 = 39
FIRM C	24 + 21 + 21 = 66	7	12 + 10.5 + 15 = 37.5
FIRM D	21 + 24 + 15 = <mark>60</mark>	9	12 + 15 + 15 = 42
FIRM E	21 + 21 + 21 = 63	8	12 + 12 + 15 = 39
FIRM F	24 + 21 + 21 = 66	10	10.5 + 10.5 + 12 = 33
FIRM G	30 + 30 + 30 = 90	3	15 + 15 + 12 = 42
FIRM H	21 + 21 + 21 = 63	7	10.5 + 10.5 + 12 = 33
	DOLOT W D'		
		ue Engagement Design	R4 Quality Assurance
	and Implementation (11	0 points)	(30 points)
	and Implementation (11 R2A.2.1 Firm's	0 points) R2A.2.2 GBA+ (10	(30 points) R4.1 Quality
FIRMS	and Implementation (11 R2A.2.1 Firm's Experience (90	0 points) R2A.2.2 GBA+ (10 points) (Minimum	(30 points) R4.1 Quality Assurance
FIRMS	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum	0 points) R2A.2.2 GBA+ (10	(30 points) R4.1 Quality Assurance Comprehensive
FIRMS	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum pass mark = 63	0 points) R2A.2.2 GBA+ (10 points) (Minimum	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points)
FIRMS	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum	0 points) R2A.2.2 GBA+ (10 points) (Minimum	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark
	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum pass mark = 63 points)	0 points) R2A.2.2 GBA+ (10 points) (Minimum pass mark = 7 points)	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark = 21 points)
FIRM A	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum pass mark = 63 points) 24 + 30 + 30 = 84	0 points) R2A.2.2 GBA+ (10 points) (Minimum pass mark = 7 points)	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark = 21 points) 30
FIRM A FIRM B	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum pass mark = 63 points) 24 + 30 + 30 = 84 24 + 24 + 30 = 78	0 points) R2A.2.2 GBA+ (10 points) (Minimum pass mark = 7 points)	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark = 21 points) 30 30
FIRM A FIRM B FIRM C	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum pass mark = 63 points) 24 + 30 + 30 = 84 24 + 24 + 30 = 78 24 + 21 + 30 = 75	0 points) R2A.2.2 GBA+ (10 points) (Minimum pass mark = 7 points) 9 5 10	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark = 21 points) 30 30
FIRM A FIRM B FIRM C FIRM D	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum pass mark = 63 points) 24 + 30 + 30 = 84 24 + 24 + 30 = 78	0 points) R2A.2.2 GBA+ (10 points) (Minimum pass mark = 7 points) 9 5 10 3	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark = 21 points) 30 30 30 21
FIRM A FIRM B FIRM C FIRM D FIRM E	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum pass mark = 63 points) 24 + 30 + 30 = 84 24 + 24 + 30 = 78 24 + 21 + 30 = 75 24 + 24 + 21 = 69 15 + 0 + 15 = 30	0 points) R2A.2.2 GBA+ (10 points) (Minimum pass mark = 7 points) 9 5 10 3 8	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark = 21 points) 30 30 21 15
FIRM A FIRM B FIRM C FIRM D	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum pass mark = 63 points) 24 + 30 + 30 = 84 24 + 24 + 30 = 78 24 + 21 + 30 = 75 24 + 24 + 21 = 69	0 points) R2A.2.2 GBA+ (10 points) (Minimum pass mark = 7 points) 9 5 10 3 8 8	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark = 21 points) 30 30 30 21
FIRM A FIRM B FIRM C FIRM D FIRM E	and Implementation (11 R2A.2.1 Firm's Experience (90 points) (Minimum pass mark = 63 points) 24 + 30 + 30 = 84 24 + 24 + 30 = 78 24 + 21 + 30 = 75 24 + 24 + 21 = 69 15 + 0 + 15 = 30	0 points) R2A.2.2 GBA+ (10 points) (Minimum pass mark = 7 points) 9 5 10 3 8	(30 points) R4.1 Quality Assurance Comprehensive Statement (30 points) (Minimum pass mark = 21 points) 30 30 21 15

The offer from <u>Firm D</u> would be non-responsive because it did not obtain the minimum pass mark for R2.1 – Firm's Experience. The offer from <u>Firm E</u> would be non-responsive because it did not obtain the minimum pass mark for R2A.2.1 – Firm's Experience and R4.1 – Quality Assurance Comprehensive Statement.

FIRMS	OVERALL TECHNICAL SCORE for Category 2, A – In-Person	TECHNICAL MERIT SCORE (AGAINST SCALE OF 70.00)
FIRM A	Not Compliant for Technical – Minimum pass mark not obtained for criterion or criteria	N/A
FIRM B	X	X
FIRM C	X	X
FIRM D	Not Compliant for Technical – Minimum pass mark not obtained for criterion or criteria	N/A
FIRM E	Not Compliant for Technical – Minimum pass mark not obtained for criterion or criteria	N/A
FIRM F	X	X
FIRM G	X	X

 $\begin{tabular}{ll} Solicitation No. - N^\circ de l'invitation \\ EN578-181138/C \\ Client Ref. No. - N^\circ de réf. du client \\ EN578-18-1138 \\ \end{tabular}$

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N° CCC - FMS No./N° VME}$

File No. - N° du dossier cy016.EN578-181138

FIRM H X X

FIRMS	Technical Merit Score	Financial Score	Combined Rating (100.00 maximum)
FIRM A	X	23.25	X
FIRM B	X	21.71	X
FIRM C	X	30.00	X
FIRM D	Not Compliant for Technical – Minimum pass mark not obtained for criterion or criteria	Not Assessed – Not Compliant for Technical	N/A
FIRM E	Not Compliant for Technical – Minimum pass mark not obtained for criterion or criteria	Not Assessed – Not Compliant for Technical	N/A
FIRM F	Х	Hourly rate(s) non-responsive	N/A
FIRM G	Х	Hourly rate(s) non-responsive	N/A
FIRM H	Х	Hourly rate(s) non-responsive	N/A

FIRM X would obtain best value in the Combined Rating for Category 2, A – In-Person. Best value will factor into the choices offered to client departments for call-ups.

 $\label{eq:solicitation} \begin{array}{l} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ EN578-181138/C \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ EN578-18-1138 \end{array}$

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

ANNEX "E"

FINANCIAL PROPOSAL FORM

(This form will be added in a future amendment)

Solicitation No. - N° de l'invitation EN578-181138/C Client Ref. No. - N° de réf. du client EN578-18-1138

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\,\text{CCC - FMS No./N}^{\circ}\,\text{VME}$

ANNEX "F" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offero	r accepts to be paid by any of the following Electronic Payment Instrument(s):
	() VISA Acquisition Card;
	() MasterCard Acquisition Card;
	() Direct Deposit (Domestic and International);
	() Electronic Data Interchange (EDI);
	() Wire Transfer (International Only);
	() Large Value Transfer System (LVTS) (Over \$25M)

 $Solicitation No. - N^{\circ} \ de \ l'invitation \\ EN578-181138/C \\ Client Ref. No. - N^{\circ} \ de \ réf. \ du \ client \\ EN578-18-1138$

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Solicitation No. - N $^{\circ}$ de l'invitation EN578-181138/C Client Ref. No. - N $^{\circ}$ de réf. du client EN578-18-1138 Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

ANNEX "G" OFFEROR FORM / SUBCONTRACTOR INFORMATION

TABLE 1 - OFFEROR FORM

	Response					
	Offeror's full legal name					
(a)	PWGSC/TPSGC					
	Offeror's Procurement Business Number					
(b)	[Procurement Business Number]					
	Authorized Representative of the Offeror for evaluation purposes (e.g. clarifications)					
(c)	Name:					
	[Name]					
	Title:					
	[Title]					
	Address:					
	[Address]					
	Telephone #:					
	[Telephone]					
	Email:					
	[E-mail]					
	bmitting a bid in response to the RFP as a joint venture, the Bidder must provide the joint venture nember's full legal name and address [Bidder to add more rows if more than two joint venture members]					
(d)	Joint venture member full legal name:					
	[Legal name]					
	Joint venture member address:					
	[Address]					
(e)	Joint venture member full legal name:					
	[Legal name]					
	Joint venture member address:					
	[Address]					

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

TABLE 2 – INTEGRITY PROVISIONS

In accordance with Article 5.1.1 under Part 5 – Certification and Additional Information, please complete the form below:

	Complete Legal Name of Company				
	PWGSC/TPSGC				
		Company's address			
		[Address]			
		Company's Procurement Business Number (PBN)			
		[Procurement Business Number]			
	Board of D	birectors (Use Format – first name last name) Or put the list as an attachment			
1.	Director	[First name, Last name]			
٠.					
2.	Director	[First name, Last name]			
3.	Director	[First name, Last name]			
4.	Director	[First name, Last name]			
5.	Director	[First name, Last name]			
6.	Director	[First name, Last name]			
7.	Director	[First name, Last name]			
8.	Director	[First name, Last name]			
9.	Director	[First name, Last name]			
10.	Director	[First name, Last name]			
		Other members			
[Othe	er members]				
		Comments			
[Com	iments]				

Solicitation No. - N° de l'invitation EN578-181138/C Client Ref. No. - N° de réf. du client EN578-181138

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur cy016 CCC No./N° CCC - FMS No./N° VME

TABLE 3 – SUBCONTRACTOR LIST

Subcontractor List						
Bidder's Legal Name: [Legal Name]						
Name of the Subcontractor (a)	Address of the Subcontractor's headquarters (b)	Portion of the Work that would be performed by the Subcontractor (c)	Full address of location(s) where the Subcontractor would perform the Work (d)			

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

APPENDIX "1"

SAMPLE TEMPLATE

"PROPOSED PROJECT SUMMARY SHEET"

Offerors in order to ensure that the evaluation team has the information needed to evaluate the Consultation Projects, please ensure that the following information is provided for each of the Sub-Categories being offered.

The Offeror must use the headings and subheadings provided below: use plain language; provide facts and sources.

Background Information:	Name and contact information for company/department/agency representative that managed the project. Project name. Project start and end date.					
Expert and Strategic Advice:	 Explained the objective(s) of the process and how it was framed (i.e.: identifying what the policy problem is, understanding the public's needs, coming up with new ideas/solutions, identifying the consequences of solutions considered). Explained the strategy, including the choice of methodology, techniques and rationale used to meet the project's objectives, scope and requirements; Explained how the target audience (who should participate) was defined and how to reach them; Described the challenges and solutions encountered, i.e.: How to reach individuals and groups that are hard to reach Taking into account the regional context Compliance with policies, standards and procedures How to schedule the activities to fit with the deadlines Explained how feedback from the client was sought and considered 					

Solicitation No. - N $^{\circ}$ de l'invitation EN578-181138/C Client Ref. No. - N $^{\circ}$ de réf. du client EN578-181138

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

EN578-181138	cy016.EN578-181138
	Detailed results that highlighted the effectiveness of expert and strategic advice and described any lessons learned; and
	Detailed how privacy, archival and disposal of data were considered.
	For one (1) of the public engagement projects submitted under R1A.1:
	 Describe the incorporation of the principles of a Gender-based Analysis Plus (GBA+) into the project OR how it could have been incorporated; and
	The offeror must detail its impact on the Expert and Strategic Advice.
	For one (1) of the public engagement projects submitted under R1A.1:
	Describe the incorporation of evaluation planning advice OR how it could have been incorporated; and
	The offeror must detail its impact on the Expert and Strategic Advice.
	Optional Services - Engaging with Indigenous people (if offered)-
	One (1) of the public engagement projects submitted under R1A.1 must have include engagement with Indigenous peoples.
	Details on how they ensured the expert and strategic advice would be effective in reaching and engaging Indigenous peoples.
Content Development:	Demonstrated experience in developing a variety of materials/tools in both French and English*(See note under R1B.Optional services). Examples could include: agendas, discussion guides, documents to support discussions and activities undertaken by participants. These documents outlined objectives, a clear picture of issue(s) and ensured participants could contribute effectively;
	Demonstrated the ability to produce content in plain language and in a variety of formats which could include information design and data visualization
	Identified how information was collected and organised to be part of the materials/tools;

Described the challenges and solutions encountered during the development of content.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur cy016 CCC No./N° CCC - FMS No./N° VME

	Detail results that highlighted the effectiveness of the developed content and the lessons learned.				
	For one (1) of the public engagement projects submitted under R1B.1:				
	Include the incorporation of the principles of a Gender-based Analysis Plus (GBA+) OR how it could have been incorporated; and				
	The offeror must detail its impact on Content Development.				
	Optional Services - Engaging with Indigenous people (if offered)-				
	One (1) of the public engagement projects submitted under R1B.1 must have include engagement with Indigenous peoples.				
	Details on how they ensured content would be effective in reaching and engaging Indigenous peoples.				
Project Management:	 Provided work plans and schedules that illustrated the critical path for activities and deliverables; 				
	 Explained the process for reporting to the client and to the audience; 				
	Demonstrated the overall team management;				
	 Demonstrated that the project was delivered within constraints, on time and within budget; 				
	 Described the challenges and solutions in the aspect of change management and control procedures; and 				
	Described lessons learned.				
	For one (1) of the public engagement projects submitted under R2.1:				
	Include the incorporation of the principles of a Gender-based Analysis Plus (GBA+) OR how it could have been incorporated; and				
	The offeror must detail its impact on Project Management.				
	Optional Services - Engaging with Indigenous people (if offered)-				
	One (1) of the public engagement projects submitted under R2.1 must have include engagement with Indigenous peoples.				

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur cy016 CCC No./N° CCC - FMS No./N° VME

	 Details on how implementation and facilitation ensured effective outreach and engagement with Indigenous peoples, in their language of choice. 			
Logistics Planning:	Described the invitation and participant recruitment process;			
	Described the challenges and solutions encountered during the logistics planning;			
	 Described challenges and solutions, such as communicating privacy rights and obtaining consent to use personal information, and what specific policies and procedures were followed; and 			
	Described lessons learned			
	Optional Services - Provision of Honoraria and Participant Incentives (if offered)For one (1) project example:			
	Explained how it was determined that the honoraria/incentive was required/ appropriate for the participants			
	Described how the type of honoraria was identified			
	Described the direct impact of including provision of honoraria of participant incentive/support in an engagement process			
	Described any lessons learned			
	Optional Services - Planning and coordinating travel and hospitality arrangements (if offered)			
	For one (1) project example:			
	How travel and hospitality arrangements were successfully provided, including challenges and solutions; and			
	Describe any lessons learned			
Two-way dialogue engagement design	Executed facilitation services in both French and English;			
and implementation:	Demonstrated experience in the use of a variety of methods and techniques used to generate dialogue for a variety of objectives;			
	 Described the challenges and solutions encountered during the facilitation services: such as dealing with emerging issues and unexpected or unforeseen events; and 			

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur cy016 CCC No./N° CCC - FMS No./N° VME

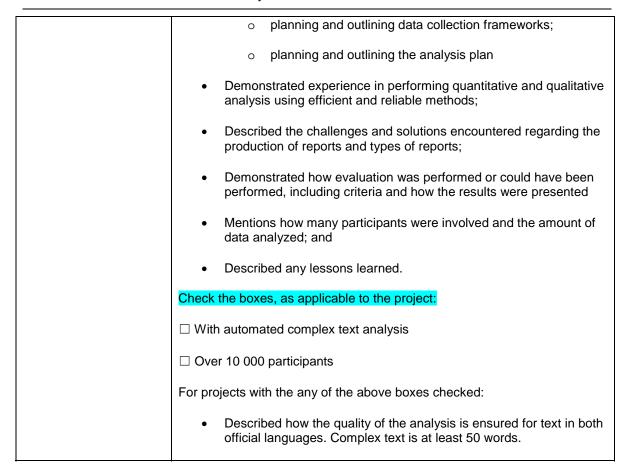
	Describes any lessons learned.						
	Check the boxes, as applicable to the project:						
	☐ Includes an engagement method other than a town hall or presenting a set of options to a selected group for feedback.						
	☐ Includes engagement of the general public (citizens and residents).						
	For one (1) of the public engagement projects submitted under R2A.2.1:						
	Include the incorporation of the principles of a Gender-based Analysis Plus (GBA+) OR how it could have been incorporated; and						
	The offeror must detail its impact on the two-way dialogue engagement design and implementation.						
	Optional Services - Engaging with Indigenous people (if offered)-						
	One (1) of the public engagement projects submitted under R2A2.1 must have include engagement with Indigenous peoples.						
	 Details on how they ensured the design and implementation of the engagement project would be effective in reaching and engaging Indigenous peoples. For this project, services must have been provided in an indigenous language. 						
Digital platform/tool and facilitation:	Demonstrated the delivery through in-house development or sub- contracting of the online presence;						
	Explained the process for testing online presence;						
	Explained the processes and capabilities to support troubleshooting and technical support;						
	 Explained how the information was kept reliable and secure (information security); 						
	Demonstrated the facilitator's role during the consultation;						
	Demonstrated how the rules of engagement were applied;						
	 Demonstrated that facilitation services were executed in French and/or English and/or Indigenous languages; 						
Analysis, Reporting, and Evaluation:	Demonstrated experience in:						

Solicitation No. - N° de l'invitation EN578-181138/C Client Ref. No. - N° de réf. du client EN578-181138

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$



File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

If ves. which firm(s) will be

APPENDIX "2"

OFFEROR'S CHOICE - SUB-CATEGORIES OF SERVICE SELECTION

INSTRUCTIONS:

Identifying a Sub-Category

Offerors must clearly indicate the Sub-Category for which they wish to be considered (any combination). If you are a single firm (meaning no joint ventures) wishing to qualify for all or multiple Sub-Categories, please submit one proposal that includes all of them.

Joint ventures*

If a bid for any of the sub-categories is submitted as a joint venture, the proposal must clearly indicate which firm(s) will be providing services for each Sub-Category. If any partners in a joint venture wish to be independently considered for any of the Sub-Categories, a separate bid must be submitted.

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

Do you wish to be

OFFEROR'S CHOICES:

Category 1: Planning and

Development	considered for these services? Offeror must select below		providing these services? Offeror must select and complete below		
Sub-Category A. Expert and Strategic	☐ YES	□ NO	☐ Single	☐ Joint	
Advice			Firm:	Venture:	
			insert name	insert name	
Sub-Category B. Content	☐ YES	□ NO	☐ Single	□ Joint	
Development			Firm:	Venture:	
			insert name	insert name	
Category 2: Implementation and	Do you wish t		If yes, which firm(s) will be		
Facilitation	considered fo	r these	providing these services?		
	services?		Offeror must select and		
	Offeror must se		complete belov		
Sub-Category A. In-Person	☐ YES	□ NO	☐ Single	☐ Joint	
			Firm:	Venture:	
			insert name	insert name	
Sub-Category B. Online	☐ YES	□ NO	☐ Single	☐ Joint	
			Firm:	Venture:	
			insert name	insert name	
Category 3: Analysis, Reporting, and Evaluation	Do you wish t		If yes, which f providing the		
	services?		Offeror must select and		
	Offeror must se	elect below	complete below		
Sub-Category A. Without automated	☐ YES	□ NO	☐ Single	☐ Joint	
complex text analysis			Firm:	Venture:	
			insert name	insert name	
Sub-Category B. With automated	☐ YES	□NO	☐ Single	☐ Joint	
complex text analysis			Firm:	Venture:	

Solicitation No. - N° de l'invitation EN578-181138/C Client Ref. No. - N° de réf. du client EN578-181138

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

			insert name	insert name	
OPTIONAL: "Automatic" Qualification	for Supply Arr	angement			
If successful in qualifying in one or more of the above-noted categories of services, do you wish to be awarded an SA based on the clauses and conditions identified in Part 8 for the same categories of services?					
Offeror must select below					
□YES	1 🗆	VO			

EXAMPLE SCENARIO:

	Offeror 1		Offeror 2		Offeror 3	
	Single Firm	Joint Venture	Single Firm	Joint Venture	Single Firm	Joint Venture
Category 1: Planning and Development, Sub-Category A. Expert and Strategic Advice	YES		YES	YES		YES
Category 1: Planning and Development, Sub-Category B. Content Development	YES		YES	YES		YES
Category 2: Implementation and Facilitation, Sub-Category A. In-Person	YES		YES	YES		YES
Category 2: Implementation and Facilitation, Sub-Category B. Online				YES		YES
Category 3: Analysis, Reporting, and Evaluation, Sub-Category A. Without automated complex text analysis	YES		YES	YES		YES
Category 3: Analysis, Reporting, and Evaluation, Sub-Category B. With automated complex text analysis				YES		YES
Interested in automatic qualification for SA?	YES		NO	NO		YES

- Offer 1 will be considered for Sub-Category 1A, 1B, 2A, and 3A, as a Single Firm. This firm only needs to provide 1 proposal and follow the directives for those Sub-Categories. If this firm is successful in all proposed Sub-Categories, they will be awarded a Standing Offer and a Supply Arrangement for Sub-Category 1A, 1B, 2A, and 3A.
- Offer 2 will be considered for Sub-Category 1A, 1B, 2A, and 3A as a Single Firm and for 1A, 1B, 2A, 2B, 3A, and 3B in a Joint Venture. In this scenario, the firm will need to provide 2 separate proposals, one for Sub-Category 1A, 1B, 2A, and 3A as a Single Firm and a second one for Sub-Category 1A, 1B, 2A, 2B, 3A, and 3B in conjunction with the Joint Venture partnership. If these 2 separate proposals are successful, a Standing Offer for the Single Firm will be awarded under Sub-Category 1A, 1B, 2A, and 3A and a Standing Offer as a Joint Venture for Sub-Category 1A, 1B, 2A, 2B, 3A, and 3B. Under this scenario, the joint venture would be considered for work including any combination of Sub-Category 1A, 1B, 2A, 2B, 3A, and 3B, and the Single Firm would only be considered for work including any combination of Sub-Category 1A, 1B, 2A, and 3A. The Single Firm would not be considered for work including Sub-Category 2B, and 3B.

Solicitation No. - N° de l'invitation EN578-181138/C Client Ref. No. - N° de réf. du client EN578-181138

Amd. No. - N° de la modif.

File No. - N° du dossier cy016.EN578-181138

Buyer ID - Id de l'acheteur $cy016\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

Offer 3 will be considered for Sub-Category 1A, 1B, 2A, 2B, 3A and 3B, as a Joint Venture. This
Joint Venture only needs to provide 1 proposal and follow the Sub-Category directives. If this
Joint Venture is successful in all Sub-Categories, they will be awarded a Standing Offer and a
Supply Arrangement for all these Sub-Categories. The joint venture would be considered for work
including any combination of Sub-Category 1A, 1B, 2A, 2B, 3A and 3B.