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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement.

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation.

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid.

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection.

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided.

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

The Appendix include the Evaluation criteria.

1.2 Requirement

By means of the RFP, Canadian Institutes of Health Research (CIHR) is seeking proposals from bidders to acquire the services of a qualified and experienced Indigenous organization capable of providing the CIHR with the coordination of a cultural safety training to provide a foundation that is necessary for reconciliation between Indigenous and non-Indigenous across Canada. Cultural safety is a learning journey to improve Indigenous health and to create safe spaces for Indigenous Peoples.

The result of this training would be increased awareness of Indigenous history, the impact of colonialism and the importance of cultural safety and how to practice it among CIHR staff. This increased awareness is intended to support a more culturally safe workplace, and the development and delivery of culturally safe programs and policies across CIHR.

It is intended to result in the award of one (1) contract until March 31, 2024, plus one (1) one-year irrevocable options allowing Canada to extend the term of the contract. The work will be carried out virtually.

1.3 Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

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

1.4 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- **In the complete text content (except Section 1 and 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Canadian Institutes of Health Research.” **Delete:** “PWGSC” and **Insert:** “CIHR”
- **Subsection 1 of Section 8: Delete entirely**
- **Subsection 2 of Section 8: Delete entirely**
- **Under Subsection 2 of Section 20: Delete in its entirety**

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bidders must submit all proposals electronically. CIHR encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in CIHR’s server.

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document.

Send proposals to this email address: Procurement-Approvisionnement@cihr-irsc.gc.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail: [CIHR-23-0051A - Cultural Safety Training](#)

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

CIHR will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in CIHR’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, CIHR reserves the right to reject any proposal not complying with these instructions.



2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.7 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will



not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.8 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically. Canada requests that the bid be gathered per section and separated as follows:

Your Company Name – Section I – Technical /Section II – Financial /Section III – Certifications

- **Section I: Technical Bid:** One (1) PDF copy - labelled as per the above
- **Section II: Financial Bid:** One (1) PDF copy – labelled as per the above
- **Section III: Certifications:** One (1) PDF copy – labelled as per the above

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

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

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) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. 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
 - b. 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, duo tangs or binders.

Section I: Technical Bid

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

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



Section II: Financial Bid

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

Section III: Certifications

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

To get assistance with procurement, please do not hesitate to contact the procurement support for businesses at: SAC-PAC@tpsgc-pwgsc.gc.ca



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.1.2 Financial Evaluation

Bidders must provide financial details in accordance with the Basis of Payment in Annex B. Proposals that do not contain pricing details as requested shall be considered incomplete and non-responsive.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit (60%) and Price (40%)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting a) or b) or c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Number of sessions		16	4	10
Calculation		$83.84/16 = 5.24$	$75.56/4 = 18.89$	$80.89/10 = 8.09$
Overall Rating		1st	3rd	2nd

IN THIS SCENARIO, BIDDER 1 WOULD BE CONSIDERED FOR CONTRACT AWARD.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.1.1 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits](#)



Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

5.1.1.2 Set-aside for Indigenous Business

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see Annex 9.4, Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:



- i. () The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. () The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
 5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.
 6. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
 7. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
 8. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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

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

Printed name of owner

Signature of owner

Date



5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:

- Member 1: _____
- Member 2: _____
- Member 3: _____
- Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE



5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

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

- If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Canadian Institutes of Health Research (CIHR).

6.3 Security Requirements

There is no security requirement applicable to the Contract.

6.4 Contract Period

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

6.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:



Caroline Roberge

Senior Procurement Officer
Canadian Institutes of Health Research
160 Elgin Street, Ottawa, ON K1A 0W9
343 597-9008
caroline.roberge@cihr-irsc.gc.ca

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

6.5.2 Project or Technical Authority

The Project Authority for the Contract is: *(to be completed at contract award)*

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

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

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: *(to be completed at contract award)*

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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: 2019-01](#) of the Treasury Board Secretariat of Canada.



6.7 Payment

6.7.1 Basis of Payment – Limitation of Expenditure

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

6.7.1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*to be completed at contract award*). Customs duties are included 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 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.2 Method of Payment

Monthly Payment

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

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

6.8 Invoicing Instructions

Invoices shall be submitted using **the following method**:



E-mail:

accountingoperations-operationscomptables@cihr-irsc.gc.ca

Note: Attach "PDF" file. No other formats will be accepted.

Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: _____

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (c) the general conditions: [2010B \(2022-12-01\)](#), General Conditions - Medium Complexity – Professional Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (k) the Contractor's bid dated _____, (*insert date of bid*).

6.12 Insurance

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



6.13 Dispute Resolution

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

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



ANNEX A

STATEMENT OF WORK

1- TITLE

Design and deliver Cultural Safety Training for CIHR staff.

2-BACKGROUND

The Canadian Institutes of Health Research (CIHR)'s employees hold different levels of knowledge in this area and have the opportunity to participate in mandatory trainings under the themes of Recognition, Respect, Relationships and Reconciliation on the history, heritage, cultures, rights and perspectives of Indigenous Peoples in Canada, as well as on their varied and long-standing relationships with the Crown. To better support CIHR's employees on their journey to reconciliation and learning, we require an experienced facilitator/trainer for Indigenous Cultural Safety training sessions.

The Government of Canada is committed to advancing reconciliation with First Nations, Inuit and Métis Peoples through a renewed, nation-to-nation, Inuit-Crown and government-to-government relationship based on the recognition of rights, respect, cooperation and partnership. As members of the federal public service, CIHR staff can contribute to these efforts by developing and implementing culturally safe policies, programs and funding opportunities within our agency and Institutes. Building organizational capacity to do this consistently and effectively requires that all staff develop an awareness of Indigenous rights and history, and of the importance of cultural safety within our own workplace and in our interactions with partners through our policies, programs and engagements.

3-OBJECTIVES

To acquire the services of a qualified and experienced Indigenous organization capable of providing the CIHR with the coordination of a cultural safety training to provide a foundation that is necessary for reconciliation between Indigenous and non-Indigenous across Canada. Cultural safety is a learning journey to improve Indigenous health and to create safe spaces for Indigenous Peoples.

The result of this training would be increased awareness of Indigenous history, the impact of colonialism and the importance of cultural safety and how to practice it among CIHR staff. This increased awareness is intended to support a more culturally safe workplace, and the development and delivery of culturally safe programs and policies across CIHR.

4-PROJECT REQUIREMENTS

4.1 The Supplier will:

- 4.1.1 Prepare a Cultural Safety training proposal to train CIHR Branches and Institute (up to 250 employees). With a possibility of a one (1) year renewal to train up to an additional 250 participants.
- 4.1.2 Provide up to seven (7) virtual training sessions for groups of up to 30 participants between 9:00 am to 4:00 pm (ET), in English. Sessions will last between three (3) and (5) hours.
- 4.1.3 Provide up to two (2) virtual training sessions for groups of up to 30 participants between 9:00 am to 4:00 pm (ET), in French. Sessions will last between Three (3) and five (5) hours.

4.2 At least one (1) session in English and one (1) session in French would be audio and video recorded for training with new CIHR's staff. Video can be saved for later viewing after the end of the contract. CIHR will need to notify the supplier when the session will be recorded.



4.3 Training sessions will need to be planned between November 2023 to March 31, 2024. It will be organized in collaboration with a representative of the Indigenous Health Research team at CIHR.

4.4 Meetings may be required between CIHR and the Supplier. The Supplier shall not be reimbursed for costs incurred as a result of any meetings.

4.5 CIHR will advise as soon as possible if the postponement or cancellation of a training must occur.

5- METHOD AND SOURCE OF ACCEPTANCE

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory or require their correction before payment is authorized.

6-LOCATION OF WORK

Services are to be delivered entirely virtually on MS Teams, from the Supplier's premise.

7-TRAVEL

CIHR will not pay for any travel or living expenses associated with this Contract.

8-CONSTRAINTS

8.1 CIHR will not provide any equipment for this Contract. The Supplier is responsible for using their personal laptops and equipment to carry out the Work for this Contract.

8.2 CIHR will not pay for any translation services associated with this contract.

9-LANGUAGE OF WORK

The supplier must be able to provide training sessions in English and French.

10-QUALITY STANDARDS AND REQUIREMENTS

10.1 The supplier is required to use his own equipment for the training. The trainer/facilitator must ensure to have optimal devices, network, and connectivity to ensure call quality.

The Supplier or its resource shall:

10.2 Be qualified in knowledge and experience for the Work and must work with all due professionalism.

10.3 The services offered must be relevant, useful, ethical and transparent. They must be completed and delivered in a timely manner.

10.4 The training provided must positively impact the ability of service recipients to work with communities in Canada in a way that is inclusive of Indigenous People's cultural safety considerations.



ANNEX B

BASIS OF PAYMENT

1. Limitation of Expenditure

The all-inclusive unit cost per session offered by the bidder should be all-inclusive (in Canadian funds) prices. Applicable taxes are excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

A	B	C	D (BxC)
Description	Unit cost / session	Estimate # of sessions*	Total Costs (Applicable Taxes Excluded)
English Sessions	\$ _____ /session	7 sessions	\$ _____ CAD
French Sessions	\$ _____ /session	2 sessions	\$ _____ CAD
TOTAL			\$ _____ CAD

* THE LEVEL OF EFFORT (QUANTITY OF SESSIONS) PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT IS NOT A COMMITMENT BY CANADA.



APPENDIX 1 - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. CIHR's assessment will be based solely on the information contained within the proposal. CIHR may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting examples describing responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder must provide complete details as to where, when (month and year) and how (provide examples of activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education is not considered work experience. Co-op terms related to the required services are considered work experience.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two-time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals that fail to meet the mandatory criteria will be deemed fail.

Criterion ID	Mandatory Criteria	Compliant YES/NO	Proposal Page #
M1	The Bidder MUST clearly indicate in their bid the name of all proposed members of the project team and should submit detailed CVs and/or biographies for each.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	<p>The bidder MUST propose at least one member who is fluent in French to be able to offer French sessions.</p> <p>For the purpose of this evaluation, fluently in French is defined as the ability to speak and listen in French.</p> <p>The bidder must demonstrate that at least one (1) project was carried out by the proposed member in French. This experience must have been gained within the last five (5) years prior to the RFP closing date.</p> <p>Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Client Organization Name; • Title of the project; • Project start and end date; • Brief description of the resource's role on the project. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Criterion ID	Mandatory Criteria	Compliant YES/NO	Proposal Page #
M3	<p>The proposed member(s) MUST have offered, either in the public or private sector, each a minimum of four (4) training courses/workshops or training programs relevant to cultural safety within the last five (5) years prior to the RFP closing date.</p> <p>Bidder must provide the following information for each of the identified training:</p> <ul style="list-style-type: none"> • Client Organization Name • Title of the training • The start and completion date of the project • Brief description of the members' role on the project. <p>Note: The project indicated for criterion M2 can also be used to demonstrate criterion M3.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	<p>The Bidder MUST provide a project plan of the cultural safety training that includes, at minimum:</p> <ol style="list-style-type: none"> a) The objectives. b) Content. c) The educational areas of focus selected. d) The expected duration of the sessions. e) Support material as applicable; and f) Intended outcomes. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	

1.2 Evaluation of rated criteria

The criteria contained herein will be used by CIHR to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
R1	<p>The bidder should demonstrate that they have a combination of experience offering training courses/workshops or training programs in the following subjects within the last five (5) years prior to the RFP closing date.</p> <ul style="list-style-type: none"> • Culturally safe practices, systems, structures, and programs (2.5 points) 	50	



	<ul style="list-style-type: none"> • Cultural awareness, sensitivity, competency, and humility (2.5 points) • Systemic racism, stereotyping, or discrimination (2.5 points) • Health environments respecting Indigenous rights, and values, including cultural protocols, ceremonies, ways of doing, knowledges (2.5 points) <p>Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Client Organization Name, • Project date completion, • Brief description of the member of the team's role on the project, and/or • Language used. <p>A maximum of 2.5 points by demonstrated subjects above. Up to 10 points for each demonstrated project (maximum 5 projects).</p>		
R2	<p>The project plan submitted in Mandatory criteria M4 above should be clear, logical, and feasible in satisfying the project requirements and schedule of deliverables set out in the Statement of Work.</p> <ul style="list-style-type: none"> • The objectives and content are clear and sufficiently detailed (up to 10 points). • The content is consistent with the objectives (up to 10 points). • The pedagogical method is appropriate (up to 10 points). • The teaching support or material is adequate (up to 10 points). • The expected outcomes are conciliant with the SOW (up to 10 points). <p>→ Points will be given according to the evaluation grid below.</p>	50	
Maximum Points Available		100	
Minimum Points Required		60	
Points Achieved			

The evaluation grid described below will be used to evaluate the bidders' proposals based on R2 rated criterion.

EVALUATION GRID	
Excellent (10 points)	The rated criteria are addressed in detail and the information provided shows that the bidder fully and thoroughly understands all elements of the rated criteria.
Very good (8 points)	The information provided clearly shows the bidder fully understands all elements of the rated criteria.



Good (6 points)	The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria.
Unsatisfactory (4 points)	The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the rated criteria. The bidder shows basic communication skills. The project results presented are poor and non-significant.
Poor (2 points)	The information provided shows that the bidder has a basic understanding of the specified criteria.
Unacceptable (0 point)	The information provided does not meet the criteria.