



RETURN OFFERS TO:
RETOURNER LES SOUMISSIONS À :
 Public Safety Canada
 Contracting and Procurement Section
 269 Laurier Avenue West,
 Ottawa ON K1A 0P8
 Attention: Jessica Evans
contracting@ps-sp.gc.ca

Request for Standing Offer (RFSO)
Demande d'offre à commandes (DOC)

Offer to: Public Safety Canada
 We hereby offer to provide to Canada, as represented by the Minister of Public Safety and Emergency Preparedness Canada, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Instructions: See Herein
 Instructions: Voir aux présentes

Issuing Office – Bureau de distribution
 Public Safety Canada
 Contracting and Procurement Section
 269 Laurier Avenue West
 Ottawa ON K1A 0P8

| | |
|---|---|
| Title – Sujet Request for Standing Offer – Workshop Delivery for the Indigenous Community Safety Development Program in CLCA regions | |
| Solicitation No. – N° de l'invitation 202304758 | Date February 19th, 2024 |
| Solicitation Closes – L'invitation prend fin | |
| At – à 2:00 PM On – le April 8th, 2024 | Time Zone Fuseau horaire EDT |
| Delivery Required – Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Melissa Gendron | |
| Telephone No. – N° de telephone | FAX No. – N° de FAX |
| Destination – of Goods, Services and Construction: Nunavut Public Safety & Emergency Preparedness Canada 269 Laurier Avenue West Ottawa ON K1A 0P8 | |
| Security – Sécurité This Request for Standing Offer does not have any security requirements. | |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. – N° de telephone 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 due fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature _____ | Date _____ |



PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six 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 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include

- Annex A: Statement of Work
- Annex B: Basis of Payment

The Appendices include:

- Appendix 1 to Part 4: Financial Proposal Presentation Sheet and Calculation of Total
- Appendix 1 to Annex A: Additional Information on Models of Delivery
- Appendix 2 to Annex A: Contractor Evaluation Report
- Appendix 3 to Annex A: Best Fit Categories



2. Summary

2.1. By means of this RFSO, Public Safety Canada (PS) is seeking offers to provide on an “as and when required” basis, workshop delivery for the Indigenous Community Safety Development Contribution Program in various Comprehensive Land Claim Agreements area throughout Canada, excluding Nunavut.

This procurement will give priority to beneficiaries of the Comprehensive Land Claims Agreements identified in 2.4 (below). Secondary priority will be given to indigenous businesses listed on the [Indigenous Business Directory \(sac-isc.gc.ca\)](http://sac-isc.gc.ca).

CLCA Recipient Offers who qualify under this RFSO will be eligible to deliver services throughout Canada and will not be restricted to only providing services in their respective CLCA.

Public Safety Canada requires resources for the following regions:

- CLCA regions throughout Canada
- Other regions across Canada

Resources will be organized according to their CLCA and in accordance with other regions for which they have submitted an offer.

A Offeror **may** propose more than one resource for the Work under this requirement. Canada will organize all proposed resources according to basis of selection identified in Part 4. See Annex A, Statement of Work for detailed statement of work.

The resulting Standing Offer Agreements will be in place until **August 31, 2028 with an option to extend for one year period.**

2.2 This procurement is subject to the Directive on Government Contracts, when contracted in the below CLCA regions:

2.2.1 Quebec:

2.2.1.1 [James Bay and Northern Quebec Agreement](#) (JBNQA) (1975), amended to include the Northeastern Quebec Agreement (1978): from the shores of James Bay and Hudson Bay to Labrador, covering approximately 50 percent of Quebec's land mass, mainly the northern portion of the province. The JBNQA has three aboriginal signatories, representing the Cree, Inuit and Naskapi of Quebec. The JBNQA contains conditions that apply to both the Cree and Inuit, as well as conditions that apply solely to the Cree, conditions that apply solely to Inuit, and conditions that apply solely to the Naskapi. The Nations map shows which communities are inhabited by Cree, Inuit and Naskapi, and therefore which conditions would apply. For communities not detailed on this map, contracting officers should seek assistance in accordance with



section [9.35.1](#) General Information on Modern Treaties (Comprehensive Land Claims Agreements), g.

I. Inuit Provisions:

- A. [James Bay and Northern Quebec Agreement](#) (JBNQA), section 29.0 (Inuit Economic and Social Development);
- B. [Agreement Respecting the Implementation of the JBNQA](#) - Annex A, Part II (Inuit Employment and Contract Priority).

II. Cree Provisions: [James Bay and Northern Quebec Agreement](#), section 28.10 (Cree Participation in Employment and Contracts).

2.2.1.1 Northeastern Quebec Agreement, Section 18 and paragraph 20.20.

2.2.1.2 Nunavik Inuit Land Claims Agreement (2008) - see Article 13 – Government of Canada Employment and Contracts and, if applicable, Article 20 – Archaeology (Part 20.7): The settlement areas of the Eeyou Marine Region Land Claims Agreement (EMRLCA) and the Nunavik Inuit Land Claims Agreement (NILCA) overlap and are located within the islands and the marine waters along the Quebec shore in the James Bay and south-eastern Hudson Bay. They are within the boundaries of the Nunavut Territory, but outside the settlement area of the Nunavut Land Claims Agreement.

2.2.1.3 Eeyou Marine Region Land Claims Agreement (2011) - see Chapter 21 - Government Employment and Contracting and, if applicable, Chapter 26 – Archaeology (section 26.8 – Employment and Contracting): The settlement areas of the EMRLCA and the NILCA overlap and are located within the islands and the marine waters along the Quebec shore in the James Bay and south-eastern Hudson Bay. They are within the boundaries of the Nunavut Territory, but outside the settlement area of the Nunavut Land Claims Agreement.

2.2.2 Newfoundland and Labrador:

2.2.2.1 [Labrador Inuit Land Claims Agreement](#) (2005) - Appendix A of [TB CPN 2006-4](#): Part of Northeastern Quebec and part of Northern Labrador. Includes (but is not limited to) Hopedale, Makkovik, Nain, Postville and Rigolet.

2.2.3 Northwest Territories:

2.2.3.1 The [Inuvialuit Final Agreement](#) (1984): the islands and part of mainland along the Beaufort Sea (northwest portion of the Northwest Territories, including western portion of Victoria Island, all of Banks Island, Prince Patrick Island in the northern portion, and the western portion of Melville Island) includes (but is not limited to) Aklavik, Holman,



Inuvik, Mould Bay and Tuktoyaktuk. The Gwich'in Comprehensive Land Claims Agreement also covers Inuvik and Aklavik.

- 2.2.3.2 [Gwich'in Comprehensive Land Claims Agreement](#) (1992): parts of northeastern Yukon and northwest portion of the Northwest Territories includes (but is not limited to) Aklavik, Fort McPherson, Inuvik and Tsiigetchic. The Inuvialuit Final Agreement also covers Inuvik and Aklavik. A Yukon Transboundary Agreement, for the Tetlit Gwich'in claimant group, exists as Appendix C under this final agreement. Notification of procurement opportunities for both the Gwich'in CLCA and the Yukon Transboundary Agreement must be sent to the Gwich'in Tribal Council.
- 2.2.3.3 [Sahtu Dene and Metis Comprehensive Land Claims Agreement](#) (1994) - see Chapter 12 - Economic Measures: Northwestern part of the District of Mackenzie, including the communities of Colville Lake, Deline, Norman Wells, Fort Good Hope, and Tulit'a.
- 2.2.3.4 [Tlicho Land Claims Agreement](#) (2005) - Appendix B of TB CPN 2006-4: Part of the Northwest Territories and part of Western Nunavut. Includes, but is not limited to, Yellowknife, Behchoko (Rae-Edzo), Gameti (Rae Lakes), Wha Ti and Wekweti.

2.2.4 Yukon:

- 2.2.4.1 [Umbrella Final Agreement](#) – Council for Yukon Indians (1993): This agreement provides a framework for the negotiation of agreements with Yukon First Nations and has so far resulted in the eleven CLCAs listed below.

The general contracting obligations of each Yukon First Nation CLCA are contained in Chapter 22 – Economic Development Measures (section 22.5.0 - Contracting), and these obligations are fully addressed in the guidance provided within section [9.35 Comprehensive Land Claims Agreements \(CLCAs\)](#) of the Supply Manual. Access provisions are contained in Chapter 6 – Access (section 6.4.0 - Government Access) of each Yukon First Nation CLCA. More specific contracting obligations which apply to only certain procurements relating to special management areas (e.g. wildlife areas, parks, historic sites), heritage resources, surveying of settlement land boundaries or areas, or forest resources may be contained in Chapter 10 – Special Management Areas, Chapter 13 – Heritage (section 13.12.0 – Economic Opportunities), Chapter 15 – Definition of Boundaries and Measurement of Areas of Settlement Land (section 15.7.0 – Employment and Economic Opportunities), and Chapter 17 – Forest Resources (section 17.14.0 - Economic Opportunities) of each Yukon First Nation CLCA. Contracting officers with these types of procurements are encouraged to seek assistance in accordance with section [9.35.1](#) - General information on modern treaties (Comprehensive Land Claims Agreements), g.

- 2.2.4.2 The Agreements that can be found under the [Umbrella Final Agreement – Council for Yukon Indians \(1993\)](#):



- i. First Nation of Nacho Nyak Dun Final Agreement (1995): Part of Yukon Territory covering Mayo and Stewart Crossing.
- ii. Champagne and Aishihik First Nations Final Agreement (1995): Part of Yukon Territory covering Haines Junction, Canyon Creek and Champagne.
- iii. Teslin Tlingit Council Final Agreement (1995): Part of Yukon Territory covering Teslin.
- iv. Vuntut Gwitchin First Nation Final Agreement (1995): Part of Yukon Territory covering Old Crow.
- v. Selkirk First Nation Final Agreement (1997): Part of Yukon Territory covering Pelly crossing.
- vi. Little Salmon/Carmacks First Nations Final Agreement (1997): Part of Yukon Territory covering Carmacks.
- vii. Tr'ondëk Hwëch'in Final Agreement (1998): Part of Yukon Territory covering Dawson City.
- viii. Ta'an Kwach'an Council Final Agreement (2002): Part of Yukon Territory covering Whitehorse.
- ix. Kluane First Nation Final Agreement (2004): Part of Yukon Territory covering Burwash Landing.
- x. Kwanlin Dun First Nation Final Agreement (2005): Part of Yukon Territory covering Whitehorse.
- xi. Carcross/Tagish First Nations Final Agreement (2005): Part of Yukon Territory covering Carcross and Tagish.

2.2.5 **British Columbia:**

- 2.2.5.1 [Nisga'a Final Agreement](#) (2000) –This agreement does not contain any direct measures related to procurement obligations, however this agreement does contain provisions related to access to land in Chapter 6. Nisga'a settlement area is located in the Nass River valley of northwestern British Columbia.
- 2.2.5.2 [Tsawwassen First Nation Final Agreement](#) (2009) –This agreement does not contain any direct measures related to procurement obligations, however this agreement does contain provisions related to access to land in Chapter 7. Tsawwassen settlement area is located south of Vancouver.



2.2.5.3 [Maa-nulth First Nations Final Agreement](#) (2011) – See Section 23.10.5 regarding the Pacific Rim National Park Reserve. While the final agreement does not include any direct measures related to procurement obligations, it references the Agreement Between Canada and Maa-nulth First Nations of Pacific Rim Concerning Cooperation in the Planning and Management of Pacific Rim National Park Reserve. This side agreement contains procurement obligations, found in Section 12, for contracts related to development and operation of Pacific Rim. The Pacific Rim National Park Reserve is on the Western Coast of Vancouver Island.

2.2.5.4 [Tla’amin Nation Final Agreement](#) (2016) –This agreement does not contain any direct measures related to procurement obligations, however this agreement does contain provisions related to access to land in Chapter 5. Tla’amin settlement area is located on British Columbia’s Sunshine Coast, just north of Powell River, and includes Harwood Island.

2.3 The requirement is subject to the provisions of the “Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement, the Canada–Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, the Comprehensive Economic Free Trade Agreement (CETA), the Canada-United Kingdom Trade Continuity Agreement, the World Trade Organization – Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Canada-Ukraine Free Trade Agreement.”

2.4 This procurement gives priority for beneficiaries of the following Comprehensive Land Claims Agreement(s):

2.4.1 Quebec:

- James Bay and Northern Quebec Agreement
- Northeastern Quebec Agreement
- Nunavik Inuit Land Claims Agreement
- Eeyou Marine Region Land Claims Agreement

2.4.2 Newfoundland and Labrador:

- Labrador Inuit Land Claims Agreement

2.4.3 Northwest Territories:

- Inuvialuit Final Agreement
- Gwich’in Comprehensive Land Claims Agreement
- Sahtu Dene and Metis Comprehensive Land Claim Agreement



- Tlicho Land Claims Agreement

2.4.4 **Yukon:**

- First Nation of Nacho Nyak Dun Final Agreement
- Champagne and Aishihik First Nations Final Agreement
- Teslin Tlingit Council Final Agreement
- Vuntut Gwitchin First Nation Final Agreement
- Selkirk First Nation Final Agreement
- Little Salmon/Carmacks First Nations Final Agreement
- Tr'ondëk Hwëch'in Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Kluane First Nation Final Agreement
- Kwanlin Dun First Nation Final Agreement
- Carcross/Tagish First Nations Final Agreement

2.4.5 **British Columbia:**

- Nisga'a Final Agreement
- Tsawwassen First Nation Final Agreement
- Maa-nulth First Nations Final Agreement
- Tla'amin Nation Final Agreement

3. Terms and Conditions of the Resulting Standing Offer

The general terms and conditions and clauses contained in Part 6 form part of this Request for Proposal document and any resulting standing offer, subject to any other express terms and conditions.

4. Security Requirements

There are no security requirements associated with the requirements of the Standing Offer.

5. 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.



6. Inspection/Acceptance

All work to be performed and all deliverables to be submitted for any resulting call-ups against the resulting standing offer shall be subject to inspection by and acceptance of the Project Authority designated therein.

7. Communication Notification

As a courtesy, the Government of Canada requests that successful Offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

8. Improvement of Requirement During the Solicitation Process

Should offerors consider that the specifications or Statement of Work contained in the request for standing offer could be improved technically or technologically, offerors are invited to make suggestion, in writing, to the Contracting Authority as named in this offer solicitation. Offerors 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 offeror will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the offer closing date. Canada will have the right to accept or reject any or all suggestions

9. Intellectual Property

Public Safety Canada 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

10. Gender-Based Analysis Plus (GBA+)

In 1995, the Government of Canada committed to using GBA+ to advance gender equality in Canada, as part of the ratification of the United Nations' *Beijing Platform for Action*.

Gender equality is enshrined in the *Charter of Rights and Freedoms*, which is part of the Constitution of Canada. Gender equality means that diverse groups of women, men and gender-diverse people are able to participate fully in all spheres of Canadian life, contributing to an inclusive and democratic society.



The Government recently renewed its commitment to GBA+ and is working to strengthen its implementation across all federal departments.

Public Safety Canada encourages Contractors to promote and implement GBA programming within their organization amongst their employees, agents, representatives or any of its subcontractor to support the Government of Canada in the achievement of gender equality which depends on closing key gaps between diverse groups of women, men and gender-diverse people.



PART 2 - OFFEROR INSTRUCTIONS

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 [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.

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).

The [2006](#) ([2022-12-01](#)) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The [M9030T](#) ([2022-05-12](#)) Set-aside for Indigenous Business is incorporated by reference into and form part of the RFSO.

1.1 Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 150 days

1.2 In the complete context (except Subsection 3.0)

Delete: Public Works and Government Services Canada (PWGSC)

Insert: Public Safety Canada

1.3 Subsection 8 of 2006 Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is deleted in its entirety.

2. Submission of Offers

Offers must be submitted only to Public Safety Canada Offer Receiving Unit by the date, time and place indicated on page 1 of the RFSO. The email address is: contracting@ps-sp.gc.ca

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or mail to Public Safety Canada will not be accepted. Required format of offers is identified in Part 3, Offer Preparation Instructions.



3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 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.

It is the responsibility of the Offeror to obtain clarification of the requirements contained herein, if necessary, prior to submitting a offer.

A **request for a time extension** to the offer closing date will be considered provided it is received in writing by the PS Contracting Authority at least five (5) working days before the closing date shown on page 1 of this RFSO document. The request, if granted, will be communicated by Buy and Sell at least three (3) working days before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the PS Contracting Authority.

4. 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.

5. Offer Challenge and Recourse Mechanisms



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



PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

The Offeror must submit its offer by email. The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

Canada requests that the offer be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications and Inuit Benefits Plan
- Section IV: Additional Information

Prices must appear in the financial offer only. Prices must not be indicated in any other section of the offer. Each section must be on a separate document.

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

- (a) use a numbering system that corresponds to the RFSO.

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, Offerors 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, Offerors must submit offers electronically.

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.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Appendix 1 to Part 4.



Section III: Additional Information

In Section III of their offer, Offerors should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Offerors to enter into communications with Canada with regards to their offer, and any contract that may result from their offer;
4. for Part 5, article 5.2.3, Former Public Servant, of the offer solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.2, Security Requirement, of the offer solicitation:
 - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
 - 1) the name of the individual; and
 - 2) the date of birth of the individual



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

The evaluation team reserves the right, but is not obliged, to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Offeror with respect to this RSO;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Offeror, the Offeror and/or any or all of the resources proposed by the Offeror to fulfill the requirement, on 48 hours' notice, to verify and validate any information or data submitted by the Offeror.

2. Technical Evaluation

Offerors are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFSO, will not be considered "demonstrated" for the purposes of this evaluation. **The Offeror should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained.** Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Offerors should use the tables found below to indicate where in their proposal the information can be found to support that they meet the criteria. References to the pages and project numbers should also be provided so that the evaluator can verify this information. It is not acceptable that the tables contain all the project information from the résumé; only the reference for the specific criteria should be provided.

Offerors are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once per resource. For example: Project #1 timeframe is Sept 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Offerors are also advised that the experience is as of the closing date of the Request for Standing Offer. For example, if a given requirement states "The proposed resource must have a minimum of



three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFSO.

3. Mandatory Technical Criteria

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

Any offer which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

The Offeror must provide sufficient detail to clearly demonstrate how they meet each mandatory requirement below. Offerors are advised that only listing experience without providing any supporting data and information to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFSO, will not be considered "demonstrated" for the purpose of this evaluation.

| Criteria | Criterion | Met/ Not Met | Comments |
|----------|---|--------------|----------|
| MT1 | <p>The Offeror must propose a minimum of one resource and, if applicable, clearly identify which categories the resource is being proposed for. Please see Appendix 3 in Annex A, Statement of Work, for the Categories that are included.</p> <p>The Offeror must submit an up to date resume of the proposed resource's experience.</p> | | |
| MT2 | <p>The Offeror must demonstrate that the proposed resource has experience conducting a minimum of one (1) community development processes*** in Indigenous communities or for Indigenous organizations within the last ten years. (the processes must be in person.)</p> <p>This must be demonstrated through a formal letter of support from one community leaderships**or management. The letter must fully name the resource and describe the resource's experience and when it occurred.</p> | | |
| MT3 | <p>The Offeror must demonstrate that the proposed resource has the ability to be culturally appropriate**** in</p> | | |



| Criteria | Criterion | Met/ Not Met | Comments |
|------------|---|--------------|----------|
| | <p>building relationships with Indigenous communities or Indigenous peoples.</p> <p>This must be demonstrated through a formal letter of support from community leadership**or management that attests to the resources ability. This letter must name the resource.</p> | | |
| MT4 | The Offeror must confirm in writing that the proposed resource will attend the Mobilization/Community Safety Planning workshop training to be administered by Public Safety Canada. | | |
| MT5 | The Offeror must demonstrate that the resource has experience or training facilitating training through an online platform (e.g. MS Teams, Google Hangouts, Zoom). | | |

** Leadership – Chief and Council for First Nation reserve; Chairperson for Metis community; Mayor for Inuit community; or Executive level for community based agencies

*** Community development is a structured intervention that gives communities greater control over the conditions that affect their lives.

NOTE: IF A OFFEROR PROPOSES MORE THAN ONE RESOURCE, EACH RESOURCE MUST MEET EACH OF THE MANDATORY EVALUATION CRITERIA. ONLY THOSE RESOURCES WHO MEET EACH OF THE MANDATORY EVALUATION CRITERIA WILL BE RATED.

4. Point Rated Technical Criteria

The proposal will be evaluated and scored in accordance with the rated evaluation criteria described below. It is suggested that each criterion be addressed in depth. Items not addressed will be given a score of zero. Simply repeating the statements contained in the Statement of Work or from Public Safety Canada’s website is not sufficient. Proposals must explain and demonstrate how the work requirements are understood and how the work will be carried out.

Offerors not meeting the minimum requirements of the rated criteria will not be evaluated further.



| Criteria | Criterion | Points Breakdown | Points Achieved | Comments |
|----------|--|---|-----------------|----------|
| R1 | <p>The Offeror’s proposed resource should submit a short written summary detailing the proposed approach to building a relationship with an Indigenous community.</p> <p><u>The written summary should not exceed two typed pages.</u></p> | <p>20 points – Excellent 15 points – Good 10 points – Acceptable 5 points – Poor 0 points – No written summary submitted</p> | | |
| R2 | <p>The Offeror should demonstrate that the proposed resource has experience administering formal (in person or virtual) training sessions or workshops with a minimum two (2) day duration per session for in person and cumulative to two (2) day duration for virtual, in the last three (3) years from the bid closing date.</p> | <p>Two (2) to Five (5) sessions/workshops = 5 points</p> <p>Six (6) to ten (10) sessions/workshops = 10 points</p> <p>Eleven (11) or more workshops/sessions = 15 points</p> <p>Additional 5 points if delivered 3 virtual sessions</p> <p>Additional 5 points if delivered 3 training sessions/workshops to Indigenous communities</p> | | |
| R3 | <p>The Offeror should confirm that training for delivering culturally appropriate workshop has been completed, and indicate what type of training was</p> | <p>Cumulative; Less than a day = 1 point 2- 4 days = 3 points 5 days = 5 points</p> | | |



| Criteria | Criterion | Points Breakdown | Points Achieved | Comments |
|----------------------------|---|--------------------------------|-----------------|----------|
| | done, including examples of what was taught. The training must have been taken within the last 3 years. The Offeror is to provide a completion certificate or other document(s) identifying they have fully completed the training. | | | |
| R4 | The Offeror should indicate of which Modern Treaty Beneficiary list it belongs. | No = 0 point Yes = 5 points | | |
| R5 | The Offeror should confirm that it is registered in the Indigenous Business Directory (IBD) Indigenous Business Directory (sac-isc.gc.ca) OR The Offeror is registered in the Inuit Firm Registry (IFR) Inuit Firm Registry Database - Inuit Firm Registry Database (tunngavik.com) | No = 0 point Yes = 5 points | | |
| Min Pass Mark 25/60 | | | Points ____x/60 | |

***A Offeror may propose MORE than one resource and each resource will be evaluated individually and provided an individual technical score. The Basis of selection will use the individual’s technical score. All Offeror’s meeting the mandatory and minimum rated criteria and mandatory financial criteria shall be issued a standing offer agreement. Minimum pass mark of 25 POINTS PER RESOURCE is required.**

Definitions for R1 Scoring:



EXCELLENT – 20 points: Offeror’s proposed resource has written an approach that takes into significant consideration the cultural nuances that will initiate a relationship with an Indigenous Community. The approach also includes elements that will clearly promote trust, openness and honesty between the facilitator and community leaders and the community itself. The approach leads to no questions or concerns regarding how the resource will interact with the community

GOOD: 15 points: The Offeror’s proposed resource has written an approach that considers important cultural requirements that will initiate a relationship with an Indigenous Community. The approach may include an element that will promote trust, openness and/or honesty between the facilitator and community leaders and the community itself. The approach leads to reasonable assurances that the resource will interact well with the community.

ACCEPTABLE 10 points: The Offeror’s proposed resource has written an approach that mentions cultural requirements that will initiate a relationship with an Indigenous Community. However these elements are only mentioned without elaboration. The elements mentioned are maybe important for trust, openness and honesty in the relationship between the facilitator and community; however it is not clear how it will be executed. The approach leads to some assurances that the resource could interact will with the community with some guidance.

POOR – 5 points: The Offeror’s proposed resource has written an approach that attempts to mention an approach to interact and build a relationship with the community, however there is little to no mention of culturally significant practices or they appear to be misunderstood or poorly explained. The approach leads to great concern over the interaction the proposed resource will have to the community. The resource would need significant coaching.

5. Mandatory Financial Criteria

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

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

| Mandatory Financial Criteria (MF) | | |
|--|---|------------------------------------|
| Number | Mandatory Financial Criterion | Cross Reference to Proposal |
| MF1 | The Offeror’s proposed average per diem rate for a resource across the three periods must not be more than 75% higher than the average per diem rate of all qualified resources from every company. | |



| | | |
|------------|---|--|
| | Qualified resources are defined as EACH resource that has A) Met all the mandatory criteria B) Met the minimum pass mark for rated criteria | |
| MF2 | The Offeror's proposed per diem rate for Administrative Services must not exceed 50% of the all-inclusive per diem rate proposed for the Facilitator resource within the same period. | |

EXAMPLE:

Note: this example only shows three years for the purpose of demonstration only. The MF1 will be based on all years of the standing offer.

| Resources | Met all Mandatories | Met Minimum Rated | Per Diem* | | | | MET/NOT MET |
|---|---------------------|-------------------|---|----------------|-----------------|----------------|-------------|
| | | | S/O Period Yr1 | S/O Period Yr2 | S/O Period Yr 3 | Average | |
| Resource 1 | YES | YES | 300\$ | 300.00 | 325.00 | 308.33 | MET |
| Resource 2 | YES | NO | N/A | | | | |
| Resource 3 | NO | N/A | N/A | | | | |
| Resource 4 | YES | YES | 400\$ | 425.00 | 450.00 | 425.00 | MET |
| Resource 5 | YES | YES | 200\$ | 210.00 | 225.00 | 211.67 | MET |
| Resource 6 | YES | YES | 750\$ | 750.00 | 750.00 | 750.00 | MET |
| Resource 7 | YES | YES | 525\$ | 530.00 | 540.00 | 531.67 | MET |
| Resource 8 | NO | N/A | N/A | | | | |
| Resource 9 | YES | YES | 195\$ | 195.00 | 195.00 | 195.00 | MET |
| Resource 10 | YES | YES | 900\$ | 950.00 | 975.00 | 941.67 | NOT MET |
| Resource 11 | YES | YES | 375\$ | 425.00 | 475.00 | 425.00 | MET |
| | | Subtotal | | | | 3788.34 | |
| Average Per Diem | | | \$3788.34/8 qualified resources = \$473.54 | | | | |
| 75% OVER per diem (formula is average per diem x 1.75) | | | 828.70/day * ALL PER DIEMS EXCEEDING THIS WILL BE DISQUALIFIED | | | | |

***The per diem's used in this example should in no way be construed as a recommended per diem.**

Based on this example, Offeror 10's PER DIEM does NOT meet the mandatory financial criteria and will be disqualified.



5.1 Financial Evaluation

5.1.1 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

6. BASIS OF SELECTION

6.1 Minimum Point Rating

To be declared responsive, an offer must:

- a) Comply with all the requirements of the Request for Standing Offer (RFSO) and;
- b) Meet all the mandatory evaluation criteria; AND
- c) Obtain the required minimum of 25 POINTS overall PER RESOURCE for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 POINTS.
- d) Met the mandatory financial criteria.

Responsive offers will be prioritized by Indigenous status, then by proximity to the community. Only one Standing Offer, which may cover multiple regions, will be awarded to each successful Offeror.

6.2 Offers not meeting a), b), c), and d) will be declared non-responsive. Offerors meeting all the above criteria and the requirements of the solicitation will be recommended for award of a standing offer agreement.

7. FINANCIAL OFFERS

For evaluation purposes only, the total price will be established as detailed in Appendix 1 to Part 4 – Financial Proposal Presentation Sheet and Calculation of Total Price of this Appendix.

The price will be evaluated in Canadian dollars, GST/HST exempt, all applicable Customs Duties and Excise taxes included.



APPENDIX 1 TO PART 4 FINANCIAL PRESENTATION SHEET AND CALCULATION OF TOTAL PRICE

Offerors are required to submit their Financial Proposal in accordance with this appendix. For evaluation purposes, the total price will be established as follows:

1. PROFESSIONAL FEES

Professional Fees are for all work, excluding administrative services as identified in the Statement of Work Annex A.

| Period | | Name of Proposed Resource | Region | Offeror's Proposed Firm* all-inclusive per diem rate | Estimated Number of Days** | Extended Estimated Price |
|----------------------------|--|---------------------------|--------|--|----------------------------|--------------------------|
| 1 | Standing Offer Date of Award to Aug 31, 2026 | | | \$ | 60 days* | \$ |
| 2 | Standing Offer Sept 1, 2026 to Aug 31 2027 | | | \$ | 60 days | \$ |
| 3 | Standing Offer Sept 1, 2027 to Aug 31, 2028 | | | \$ | 60 days | \$ |
| Total Price (1+2+3) | | | | | | \$ |

*An Offeror may propose more than one resource. The Offeror must submit this form for EACH proposed resource. The proposed resource must reside and work in the Region for which they are being proposed.

The Offeror must clearly define the Region for which the resource is being proposed.

**The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the offer solicitation will be consistent with this data. It is for the purpose of evaluation criteria ONLY.

The Total Price shall be used for the financial component of the basis of selection. The Total price shall exclude Administrative Services.



1.1 Optional Year- Professional Services

| Optional Year | Name of Proposed Resource | Region | Offeror's Proposed Firm* all-inclusive per diem rate | Estimated Number of Days** | Extended Estimated Price |
|--|---------------------------|--------|--|----------------------------|--------------------------|
| 1 Standing Offer Sept 1, 2028- Aug 31, 2029 | | | \$ | 60 days* | \$ |

2. ADMINISTRATION COSTS

The offeror must include pricing for the cost of administration services. Administration Services are for tasks such as; organization and booking of travel for resources and coordinating/setting up meetings and/or workshops.

The Offeror is not required to name the individual who will be responsible for administrative tasks under the standing offer.

Public Safety Canada will NOT accept per diems for administrative services that exceed 50% of the proposed resource's per diem.

| Period | Proposed Resource | Region | Offeror's Proposed Firm all-inclusive per diem rate* |
|---|-------------------------|--------|--|
| 1 Standing Offer Date of Award to Aug 31, 2026 | Administrative Services | | \$ |
| 2 Standing Offer Sept 1, 2026 to Aug 31 2027 | Administrative Services | | \$ |
| 3 Standing Offer Sept 1, 2027 to Aug 31, 2028 | Administrative Services | | \$ |

These rates will NOT be included in the overall financial evaluation as these services are considered to be a minimal portion of the overall Work.



2.1 Optional Year- Administrative Costs

| Optional Year | Proposed Resource | Region | Offeror's Proposed Firm all-inclusive per diem rate* |
|--|-------------------------|--------|--|
| Standing Offer Sept 1, 2028 to Aug 31, 2029 | Administrative Services | | \$ |

3. TRAVEL

Travel Time: The contractor will not be paid any firm per diem rates for travel time. Travel Status Time will be limited to 50% of the hourly rated calculated by dividing the proposed firm all inclusive per diem divided by 7.5.



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.

1. Certifications Required with the Offer

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

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

2. Certifications Precedent to 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 specified will render the offer non-responsive

2.1 Integrity Provisions – Required Documentation



In accordance with the section titled Information to be provided when offering, 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.

The Offeror, regardless of their status under the Ineligibility and Suspension Policy, must provide the information requested at Attachment 1 to Part 5 of the Request for Standing Offers prior to issuance of a Standing Offer.

2.2 Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Offeror must provide the information requested at Attachment 1 to Part 5 of the Request for Standing Offers prior to issuance of a Standing Offer.

2.3 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 Offer](#)" 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 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 Offer" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2.4 Additional Certifications Precedent to Issuance of a Standing Offer

2.4.1 Acceptance of Terms and Conditions

I, the undersigned, as the Offeror and/or an authorized representative of the Offeror, hereby certify that by signing the proposal submitted in response to **RFSO 202400385** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFSO. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract

Name (block letters): _____

Title: _____

Signature: _____ Date: _____

Telephone number: () _____ Fax number: () _____



2.4.2 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28)

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience.

The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

This section is to be completed only if Offeror is proposing any person in fulfillment of this requirement who is not an employee of the Offeror.

One copy of this certification must be submitted for each non-employee proposed.

"I, _____(name of proposed candidate), certify that I consent to my résumé being submitted on behalf of _____ (name of firm) in response to the Request for Standing Offer _____(RFSO number)."

Signature of Proposed Personnel

Date

2.4.3 Certification of Former Public Servant Certification

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

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above?

YES () NO ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

STATEMENT:

I, the undersigned, as a director of the Offeror, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

The above-named individual will serve as intermediary with Public Service Canada

2.4.4 Education and Experience

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



2.4.5 Conflict of Interest

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Offeror or any of its subcontractors, employees, agents or representatives are in any manner directly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Offeror represents and certifies that is has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Offeror further warrants and certifies that there is no conflict of interest as stated above.

2.4.6 Basis for Canada’s Ownership of Intellectual Property

Public Safety Canada 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: to generate knowledge and information for public dissemination.

The Offeror concurs with the foregoing.

Name of Offeror

Name of duly authorized representative of Offeror

Signature of duly authorized representative of Offeror

Date

Signature

Date



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirements

2.1 There is no security requirement applicable to the Standing Offer.

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 [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.

3.1 General Conditions

2005 [\(2022-12-01\) General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.](#)

3.2 Supplemental General Conditions

4007 (2022-12-01) – Canada to Own Intellectual Property Rights in Foreground Information

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

A9014C (2006-06-16) – Instructions to Offerors/Contractors – Specific Persons

Specific Person

The Contractor must provide the services of the following person(s) to perform the Work as stated in Annex B - Basis of Payment.

4. Term of Standing Offer

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

4.1 Period of the Standing Offer



The period for making call-ups against the Standing Offer is from award date to August 31, 2028.

4.2 Standing Offer- Resource Refresh

The Offeror may, not more than once per year, add a resource to their existing standing offer. Each calendar year, a call letter will be issued to Offerors indicating that they may submit a proposal for the addition of ONE resource to their standing offer. Public Safety Canada representatives will evaluate the resource according to the pre-established evaluation criteria of solicitation 202400385. Should the resource fail to meet the established evaluation criteria then that resource will not be added to the Standing Offer for that calendar year.

The per diems for the new resource may NOT be higher than the per diems of the Offeror's existing resources. If the Offeror has multiple resources on the standing offer, PS will average the per diems of the current period to establish a baseline. At time of refresh, Public Safety Canada has the right to negotiate per diems of new resources.

4.3 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 1 year period, from Sept 1, 2028 to August 31, 2029 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 3 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4.4 Comprehensive Land Claim Agreements (CLCAs)

The Standing Offer (SO) is subject to the following Comprehensive Land Claim agreement when working in one of the below listed CLCA regions:

4.4.1 Quebec:

- 4.4.1.1 [James Bay and Northern Quebec Agreement](#) (JBNQA) (1975), amended to include the Northeastern Quebec Agreement (1978): from the shores of James Bay and Hudson Bay to Labrador, covering approximately 50 percent of Quebec's land mass, mainly the northern portion of the province. The JBNQA has three aboriginal signatories, representing the Cree, Inuit and Naskapi of Quebec. The JBNQA contains conditions that apply to both the Cree and Inuit, as well as conditions that apply solely to



the Cree, conditions that apply solely to Inuit, and conditions that apply solely to the Naskapi. The Nations map shows which communities are inhabited by Cree, Inuit and Naskapi, and therefore which conditions would apply. For communities not detailed on this map, contracting officers should seek assistance in accordance with section [9.35.1](#) General Information on Modern Treaties (Comprehensive Land Claims Agreements), g.

III. Inuit Provisions:

- A. [James Bay and Northern Quebec Agreement](#) (JBNQA), section 29.0 (Inuit Economic and Social Development);
- B. [Agreement Respecting the Implementation of the JBNQA](#) - Annex A, Part II (Inuit Employment and Contract Priority).

IV. Cree Provisions: [James Bay and Northern Quebec Agreement](#), section 28.10 (Cree Participation in Employment and Contracts).

4.4.1.1 Northeastern Quebec Agreement, Section 18 and paragraph 20.20.

4.4.1.2 Nunavik Inuit Land Claims Agreement (2008) - see Article 13 – Government of Canada Employment and Contracts and, if applicable, Article 20 – Archaeology (Part 20.7): The settlement areas of the Eeyou Marine Region Land Claims Agreement (EMRLCA) and the Nunavik Inuit Land Claims Agreement (NILCA) overlap and are located within the islands and the marine waters along the Quebec shore in the James Bay and south-eastern Hudson Bay. They are within the boundaries of the Nunavut Territory, but outside the settlement area of the Nunavut Land Claims Agreement.

4.4.1.3 Eeyou Marine Region Land Claims Agreement (2011) - see Chapter 21 - Government Employment and Contracting and, if applicable, Chapter 26 – Archaeology (section 26.8 – Employment and Contracting): The settlement areas of the EMRLCA and the NILCA overlap and are located within the islands and the marine waters along the Quebec shore in the James Bay and south-eastern Hudson Bay. They are within the boundaries of the Nunavut Territory, but outside the settlement area of the Nunavut Land Claims Agreement.

4.4.2 Newfoundland and Labrador:

4.4.2.1 [Labrador Inuit Land Claims Agreement](#) (2005) - Appendix A of TB CPN 2006-4: Part of Northeastern Quebec and part of Northern Labrador. Includes (but is not limited to) Hopedale, Makkovik, Nain, Postville and Rigolet.



4.4.3 **Northwest Territories:**

- 4.4.3.1 The [Inuvialuit Final Agreement](#) (1984): the islands and part of mainland along the Beaufort Sea (northwest portion of the Northwest Territories, including western portion of Victoria Island, all of Banks Island, Prince Patrick Island in the northern portion, and the western portion of Melville Island) includes (but is not limited to) Aklavik, Holman, Inuvik, Mould Bay and Tuktoyaktuk. The Gwich'in Comprehensive Land Claims Agreement also covers Inuvik and Aklavik.

- 4.4.3.2 [Gwich'in Comprehensive Land Claims Agreement](#) (1992): parts of northeastern Yukon and northwest portion of the Northwest Territories includes (but is not limited to) Aklavik, Fort McPherson, Inuvik and Tsiigetichic. The Inuvialuit Final Agreement also covers Inuvik and Aklavik. A Yukon Transboundary Agreement, for the Tetlit Gwich'in claimant group, exists as Appendix C under this final agreement. Notification of procurement opportunities for both the Gwich'in CLCA and the Yukon Transboundary Agreement must be sent to the Gwich'in Tribal Council.

- 4.4.3.3 [Sahtu Dene and Metis Comprehensive Land Claims Agreement](#) (1994) - see Chapter 12 - Economic Measures: Northwestern part of the District of Mackenzie, including the communities of Colville Lake, Deline, Norman Wells, Fort Good Hope, and Tulit'a.

- 4.4.3.4 [Tlicho Land Claims Agreement](#) (2005) - Appendix B of TB CPN 2006-4: Part of the Northwest Territories and part of Western Nunavut. Includes, but is not limited to, Yellowknife, Behchoko (Rae-Edzo), Gameti (Rae Lakes), Wha Ti and Wekweti.

4.4.4 **Yukon:**

- 4.4.4.1 [Umbrella Final Agreement](#) – Council for Yukon Indians (1993): This agreement provides a framework for the negotiation of agreements with Yukon First Nations and has so far resulted in the eleven CLCAs listed below.

The general contracting obligations of each Yukon First Nation CLCA are contained in Chapter 22 – Economic Development Measures (section 22.5.0 - Contracting), and these obligations are fully addressed in the guidance provided within section [9.35 Comprehensive Land Claims Agreements \(CLCAs\)](#) of the Supply Manual. Access provisions are contained in Chapter 6 – Access (section 6.4.0 - Government Access) of each Yukon First Nation CLCA. More specific contracting obligations which apply to only certain procurements relating to special management areas (e.g. wildlife areas, parks, historic sites), heritage resources, surveying of settlement land boundaries or areas, or forest



resources may be contained in Chapter 10 – Special Management Areas, Chapter 13 – Heritage (section 13.12.0 – Economic Opportunities), Chapter 15 – Definition of Boundaries and Measurement of Areas of Settlement Land (section 15.7.0 – Employment and Economic Opportunities), and Chapter 17 – Forest Resources (section 17.14.0 - Economic Opportunities) of each Yukon First Nation CLCA. Contracting officers with these types of procurements are encouraged to seek assistance in accordance with section [9.35.1](#) - General information on modern treaties (Comprehensive Land Claims Agreements), g.

4.4.4.2 The Agreements that can be found under the [Umbrella Final Agreement – Council for Yukon Indians \(1993\)](#):

- xii. First Nation of Nacho Nyak Dun Final Agreement (1995): Part of Yukon Territory covering Mayo and Stewart Crossing.
- xiii. Champagne and Aishihik First Nations Final Agreement (1995): Part of Yukon Territory covering Haines Junction, Canyon Creek and Champagne.
- xiv. Teslin Tlingit Council Final Agreement (1995): Part of Yukon Territory covering Teslin.
- xv. Vuntut Gwitchin First Nation Final Agreement (1995): Part of Yukon Territory covering Old Crow.
- xvi. Selkirk First Nation Final Agreement (1997): Part of Yukon Territory covering Pelly crossing.
- xvii. Little Salmon/Carmacks First Nations Final Agreement (1997): Part of Yukon Territory covering Carmacks.
- xviii. Tr'ondëk Hwëch'in Final Agreement (1998): Part of Yukon Territory covering Dawson City.
- xix. Ta'an Kwach'an Council Final Agreement (2002): Part of Yukon Territory covering Whitehorse.
- xx. Kluane First Nation Final Agreement (2004): Part of Yukon Territory covering Burwash Landing.
- xxi. Kwanlin Dun First Nation Final Agreement (2005): Part of Yukon Territory covering Whitehorse.
- xxii. Carcross/Tagish First Nations Final Agreement (2005): Part of Yukon Territory covering Carcross and Tagish.

4.4.5 **British Columbia:**



- 4.4.5.1 [Nisga'a Final Agreement](#) (2000) –This agreement does not contain any direct measures related to procurement obligations, however this agreement does contain provisions related to access to land in Chapter 6. Nisga'a settlement area is located in the Nass River valley of northwestern British Columbia.
- 4.4.5.2 [Tsawwassen First Nation Final Agreement](#) (2009) –This agreement does not contain any direct measures related to procurement obligations, however this agreement does contain provisions related to access to land in Chapter 7. Tsawwassen settlement area is located south of Vancouver.
- 4.4.5.3 [Maa-nulth First Nations Final Agreement](#) (2011) – See Section 23.10.5 regarding the Pacific Rim National Park Reserve. While the final agreement does not include any direct measures related to procurement obligations, it references the Agreement Between Canada and Maa-nulth First Nations of Pacific Rim Concerning Cooperation in the Planning and Management of Pacific Rim National Park Reserve. This side agreement contains procurement obligations, found in Section 12, for contracts related to development and operation of Pacific Rim. The Pacific Rim National Park Reserve is on the Western Coast of Vancouver Island.
- 4.4.5.4 [Tla'amin Nation Final Agreement](#) (2016) –This agreement does not contain any direct measures related to procurement obligations, however this agreement does contain provisions related to access to land in Chapter 5. Tla'amin settlement area is located on British Columbia's Sunshine Coast, just north of Powell River, and includes Harwood Island.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Melissa Gendron
Title: A/ Sr. Acquisitions Advisor
Public Safety Canada
269 Laurier, Ave. West
Ottawa ON K1A 0P8

contracting@ps-sp.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as



Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

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.

5.3 Offeror's Representative

The Offeror has identified the following individual(s) as its representative for administrative matters relating to the Standing Offer and resulting call-ups.

To be inserted upon contract award

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.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Contracting Unit at Public Safety Canada.

8. Call-up Procedures

Public Safety Canada will award Standing Offers for offerors that hold qualified resources in the required regions to deliver workshops on the Community Mobilization Process.

When Delivery Model A has been established (one facilitator)



Right of first opportunity will be given to qualified beneficiaries within their Modern Treaty Region(as identified using the ATRIS interactive map [Aboriginal and Treaty Rights Information System \(rcaanc-cirnac.gc.ca\)](http://Aboriginal and Treaty Rights Information System (rcaanc-cirnac.gc.ca))):

The call-up procedures require that when a requirement is identified, the identified user will contact the beneficiary that is geographically closest to the Indigenous Community in the defined Modern Treaty Area. If the Offeror is able to meet the requirement, a call-up is made against its standing offer. If that Offeror is unable to meet the requirement, the identified user will contact the next qualified beneficiary geographically situated closest to the Indigenous Community. The identified user will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the " Right of first opportunity" basis. When the 1st invited Offeror is unable to fulfill the need, the identified user is required to document its file appropriately. All vendors that have an equal geographic proximity within a region to a will be treated as equal location and contacted on a rotational basis.

Should no qualified Offeror be a beneficiary of the Modern Treaty Region in which the Indigenous Community is located, the identified user may select an Offeror from outside the Region.

At times Communities may choose to not work with particular individuals or suppliers. Offeror's resources that may present a conflict of interest with the Indigenous Community in the Region shall be contacted and the conflict of interest shall be discussed prior to being invited to offer. Should the conflict of interest be confirmed by the Indigenous Community the Offeror will be advised and will not be invited to submit a proposal on the requirement.

When Delivery Model B has been established (two – three facilitators)

Canada must follow the right of first refusal process as established for Delivery Model A. Offerors that have multiple resources available may propose multiple resources or partial resources. The Offer must make it clear if they are proposing a LEAD RESOURCE, a CO-FACILITATOR or multiple resources as required in the request for quote.

When the first Offeror only submits a proposal for a portion of the team Canada must continue the selection process as established for Delivery Model A to establish the remaining required resources for the Work requirement

When Delivery Model C has been established

Public Safety has the sole right to determine which company(ies) will be approached to deliver the Train-the-Trainer sessions.



9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up against a Standing Offer

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

11. Financial Limitation

Work when Delivery Model A, B or C has been established:

11.1 The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$3,750,000.00** (Goods and Services Tax or Harmonized Sales Tax included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, **or three (3) months** before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority. Public Safety reserves the right to increase the limit to its delegated authority.

12. 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 supplemental general conditions 4007 (2022-12-01) Canada to own Intellectual Property



- d) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- e) the general conditions 2035 (2022-12-01), General Conditions – Higher Complexity - Services;
- f) A9117C, T1204 - Direct Request by Customer Department (2007-11-30)
- g) A9014C, Instructions to Offerors/Contractors – Specific Persons (2006-06-16)
- h) Annex A, Statement of Work;
- i) Annex B, Basis of Payment
- j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

13. Certifications and Additional Information

13.1 Compliance

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.

13.2 Conflict of Interest

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Offeror hereby certifies that the Contractor and any proposed individual(s) assigned to perform any work under the contract and for the entire period of the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

13.3 Conflict of Interest- Other Work

The Contractor, during and after the period of performance of the Contract agrees that:

- a) it must not offer for any contract to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Offeror's tender or proposal for such a resulting contract; and
- b) it must not offer for any contract where the Contractor, in its work performed under this Contract, is required to assist Canada in evaluating the offers or in overseeing



performance of a resulting contract, and must not participate as a subcontractor or consultant in the preparation of any other Offeror's tender or proposal for such a resulting contract; and

- c) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), the Contractor must not offer for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Offeror's tender or proposal for any resulting contract;

Canada will disqualify any offer from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the offeror's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

14. 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 _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

15. Performance Measurement

15.1 Contractor Evaluation Sheets

Following each call-up issued, Public Safety Canada will fill out the Contractor Evaluation sheet, attached at Appendix 2 to Annex A. The Contractor evaluation sheet may be administered during a call-up if there is a significant issue identified in the performance of a facilitator's work. The information in the sheet will be used to evaluate the performance of the Contractor in a consistent manner.

The Contractor Evaluation sheets will be administered in the manner described in Section 13 of Annex A, Statement of Work and in Appendix 2 to Annex A.

15.2 Call up Termination

A call-up may be terminated for, but not limited to, the following reasons:

- (a) After multiple failed attempts to make contact with the community(ies) identified in the call-up;



- (b) For reasons outside the Contractor's control (e.g. the community has decided to not participate in the workshop process);
- (c) The facilitator is not accessible or available to respond to the community timelines or needs; or
- (d) Contractor fails to implement a Corrective Action Plan administered in response to an evaluation conducted during a call-up where a significant issue was identified in the performance of a facilitator's work.

15.3 Suspension of Work

A stop-work suspension is to allow a Contractor to develop and present a detailed Corrective Action Plan (CAP) to ensure that any of the identified issues will not happen again during the course of any Work conducted during an authorized call up. The CAP must be prepared within a month of the suspension and include details regarding steps the Contractor will take to correct any performance issues. This may include, but is not limited to, training for the facilitator(s), further development for the facilitator(s), new/changed monitoring activities etc.

Prior to the suspension being removed, the Contractor must submit this Corrective Action Plan and evidence of the required corrective actions to Public Safety Canada (PS). It must be accepted by PS. PS may choose to extend the suspension to allow the Contractor further time to implement the corrective actions required.

A standing offer holder may be placed on four month stop-work suspension for poor performance for, but not limited to, the following reasons:

- (a) Receiving a score of one or two on two or more contractor evaluation reports (Appendix 2 to Annex A);
- (b) Failure to implement a corrective action plan on two or more instances;
- (c) PS has received and verified formal reports from one or more communities that the proposed facilitator has employed techniques in training that were not culturally sensitive or were damaging to the community in any way;
- (d) The facilitator decides to not continue to work with a community after contact has been established during a call up.

15.3.1 Standing Offer Termination

A standing offer agreement may be terminated for, but not limited to, the following reasons:

- (a) Receiving a score of one or two on two or more contractor evaluation reports (Appendix 2 to Annex A) after having already been placed on a four month stop work suspension for poor performance.
- (b) PS has received and verified formal reports from one or more communities that the proposed facilitator has employed techniques in two or more instances that were not culturally sensitive or were damaging to the community in any way.



- (c) The proposed facilitator fails to successfully complete or attend the mandatory mobilization workshop training delivered by Public Safety Canada.
- (d) The facilitator decides not to continue work in two or more instances with a community after contact has been established during a call up.

16 Joint Venture

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: [list all the joint venture members named in the Contractor's original offer].
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solitarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Offerors: This Article will be deleted if the offeror awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its offer.

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.

1. Statement of Work

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



2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4007 (2022-12-01) – Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

2.3 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources- Standing Offer

3. Term of Contract

3.1 Period of the Contract

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

3.2 Delivery Date

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

4. Payment

4.1 Basis of Payment

For a Firm Per Diem Rates Call-up: The Contractor will be paid firm per diem rates for work performed in accordance with the call-up. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

4.2 Limitation of Expenditure

The Contractor will be paid for Work performed pursuant to each approved call-up, on accordance with the Basis of Payment; Annex B. Canada's total liability to the Contractor under the Call-up must not exceed the Total Price specified in the Call-up.

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 Project Authority prior to 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 Project Authority. The Contractor must notify the Project Authority, in writing, as to the adequacy of this sum:

1. when it is 75 percent committed, or
2. four (4) months prior to the call-up delivery date, or
3. as soon Contractor considers the funds provided in the call-up are inadequate for the completion of the Work,

whichever comes first.

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.

4.3 Method of Payment

4.3.1 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.
- (d) All travel related receipts and documentation
- (e) timesheets of resources

4.4 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International)

4.5 Invoicing Instructions

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



Each invoice must be supported by:

- 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 monthly progress report.
- 4) Invoices must be distributed as follows:
- 5) In the ongoing efforts of being a department that contributes to the greening initiative, as well as to improve our efficiencies when processing invoices, Public Safety Canada is moving towards receiving all invoices electronically from vendors. We ask, where possible, that vendors send their invoices electronically and do not send their invoices in paper format through regular postal mail services.

Email address: PS.InvoiceProcessing-TraitementDesFactures.SP@ps-sp.gc.ca

5. Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

6. SACC Manual Clauses

The following clauses set out in the SACC Manual will form part of the Contract:

| Number | Date | Description |
|--------|------------|-----------------------------------|
| C0705C | 2010/01/11 | Discretionary Audit |
| C2000C | 2007/11/30 | Taxes - Foreign Based Contractors |
| A9117C | 2007/11/30 | T1204 - Direct Request |
| C0711C | 2008/05/12 | Time Verification |
| A9068C | 2010/01/11 | Government Site Regulations |

7. Dispute Resolution

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



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

8. Compliance

The continuous compliance with the certifications provided by the Contractor in its offer and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its offer 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.

9. Conflict of Interest

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Offeror hereby certifies that the Contractor and any proposed individual(s) assigned to perform any work under the contract and for the entire period of the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

10. Conflict of Interest- Other Work

The Contractor, during and after the period of performance of the Contract agrees that:

- b) it must not offer for any contract to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Offeror's tender or proposal for such a resulting contract; and
- b) it must not offer for any contract where the Contractor, in its work performed under this Contract, is required to assist Canada in evaluating the offers or in overseeing performance of a resulting contract, and must not participate as a subcontractor or



consultant in the preparation of any other Offeror's tender or proposal for such a resulting contract; and

- c) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), the Contractor must not offer for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Offeror's tender or proposal for any resulting contract;

Canada will disqualify any offer from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the offeror's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

11. Requirement for Training and Familiarization

Any training required by Contractor personnel to perform specific assignments will be at the Contractor's own time and expense. Canada will, wherever possible, provide standards, policies, guidelines and appropriate documentation to describe how the application systems are designed and configured, as well as other assistance needed to help the Contractor's personnel to work on application systems.



ANNEX "A" STATEMENT OF WORK

1. TITLE

Delivery of strategic planning workshop and support for communities in the development of Community Safety Plan (CSP).

2. DEFINITIONS

The following definitions shall be used in the conduct of the work:

Call-up: A call-up describes the services that Public Safety Canada is requesting from a supplier. Each time a call-up is made, a separate contract is formed that brings into effect the terms and conditions and pricing outlined in the standing offer and supplier's proposal.

Champion: A person identified by community leadership that would support the Core Group in mobilizing the community and developing the safety plan.

Circuit: A delivery method that allows workshops to be delivered consecutively in one trip.

Contractor: A contractor is the person, entity or entities who signs the Contract and who is ultimately responsible for providing these services to Canada.

Community: For on-reserve communities, a grouping of members represented by Chief and Council or Tribal Council. For municipalities, a grouping of members represented by Mayor and Council. For urban centers, a geographical grouping of Indigenous individuals in one given area.

Deliverable: This is a document or set of documents that the Contractor is responsible for submitting to Public Safety Canada under each call-up and for each community. The Contractor's facilitator may be the person who writes and submits the deliverables for the Contractor but it is the Contractor who is responsible for them.

Facilitator: The facilitator is the person who works for the Contractor who will deliver the sessions to the communities. The facilitator may also be the Contractor.

Key contact: A community member identified by community leadership to coordinate activities between Public Safety Canada, the Contractor and the community.

Representatives: Community individuals that have been identified by community leadership to attend the workshop(s) and participate with, and support the Core Group activities.



Trainer: a resource who is employed by a company that has been awarded a Standing Offer by Public Safety Canada.

Virtual Delivery: A modified delivery format which relies on digital technology to deliver the standard process remotely. Sessions typically run no longer than three (3) hours at a time and are delivered to the community's Core Group. All content delivered in the standard process is delivered in this modified format. PS will provide modified templates and exercises as needed.

Virtual Communication Technology: Refers to any technology used to communicate remotely that supports the ability to see and hear one another in real time (ie. Zoom, Skype, etc.).

3. BACKGROUND

Public Safety Canada (PS) requires community development facilitators located across Canada to deliver the workshops to help increase community readiness and facilitate the development of CSPs toward the end of fostering safer Indigenous communities in a culturally relevant manner.

Public Safety Canada is providing support for community-based strategic planning that is rooted in traditional Indigenous healing processes. These healing processes address the underlying causes of abuse and dysfunction through culturally-based interventions and ultimately promote safer communities. Through the community safety planning process Public Safety Canada seeks to improve the safety of Indigenous peoples within Indigenous communities by embracing Indigenous culture as a crucial component of safe Indigenous communities. CSPs enable communities to take greater responsibility for identifying their own needs and build on their existing assets, reflecting the community's aspirations and culture while respecting their constraints and challenges.

The process adopted by the Aboriginal Community Safety Planning Initiative (ACSPI) is included as part of the government's Action Plan to Address Family Violence and Violent Crimes Against Aboriginal Women and Girls and has, to date, been delivered in over one hundred and twenty seven (127) Indigenous communities. The training and delivery of the strategic planning workshops are central to the success of the process as they help to enhance community readiness and capacity throughout the development of CSPs. Importantly, the process was designed to be adaptable and responsive to varying stages of community development. As such, the facilitator is expected to contribute to the continual adaptation and development of material in order to maintain a high level of fit between workshop content, processes, and community needs. The workshop material has been written in plain language to ensure that it is accessible to all community members (e.g. youth, Elders, women, children and leaders).



4. OBJECTIVE

The facilitator will support the community through these processes by performing two main tasks:

- 1) Deliver the community safety planning process
- 2) Coach and mentor the community Core Group throughout the process including within and outside of the workshop sessions.

5. WORKSHOP CONTENT

- 1) Workshop content and material includes stories, tools and practical examples on the following topics:
 - Determining community readiness
 - Community Building
 - Creating the environment for change
 - Community plan for change
 - Mobilizing the community
 - Implementation
- 2) Facilitators could possibly be called upon to work with researchers that support engagement in the CSP Process. Material update content may vary depending on what is being sought and the subject matter of the contract

NOTE: Other material may be approved and supplied by Public Safety Canada on an ad hoc basis.

Specific workshop content will be adapted on a community-by-community basis. Facilitators will be trained on the community safety planning process during the facilitator training session outlined in Section 7, and will use that knowledge to create workshop agendas based upon Public Safety Canada guidelines. If changes to agendas or material need to be made, facilitators must provide written justification to Public Safety Canada and receive approval before moving forward with the community. Not following Public Safety Canada's guidelines and/or the pre-approved agenda and materials may result in non-payment. All agendas and material created and/or adapted for use during a call-up are the sole property Public Safety Canada.

6. WORKSHOP FORMAT

Public Safety Canada has different models for the delivery of the community safety planning workshops. The goal of the models is to mobilize the community to address



their safety needs by increasing their capacity and readiness to plan interventions and strategically engage with relevant stakeholders.

The regular process is delivered to the communities with three workshops where there is some flexibility for adaptation. Depending on community capacity, different adaptations can be made to the process such as:

- Inclusion of a fourth session
- Delivery of Train the Champion and/or intensified sessions four to five day delivery workshops
- Delivery of virtual workshop(s) (a series of multiple workshop set at no more than three hours each)
- Other methods of community safety planning delivery

The main models are (but not limited to):

Model A: Community Delivery (single community or circuit-style)

Model B: Train the Champions

Model C: Train the Trainer

6.1 Model A: Community Delivery

This model will be used where either a single community or a group of communities within a geographical area have chosen to participate in the community safety planning workshops. For single community delivery, the facilitator will deliver three workshops, each two to three days in length, to the community's Core Group.

For the circuit-style delivery, each community will form a separate Core Group who will develop separate CSPs. In this instance, the facilitator would deliver three workshops, each two to three days in length, to each community's Core Group within the circuit. Although communities are separately trained, interaction between Core Groups is encouraged to help communities in close proximity integrate their activities.

It is expected that all workshops will be held within six weeks of the delivery of the previous workshop. However, this may change depending on the community's needs.

This model can also be delivered virtually. The facilitator will deliver a series of multiple workshops, which can be shorter but no longer than three hour segments at a time, to the community's Core Group.

6.2 Model B: Train the Champions

The aim of this model is to train community Champions on how to deliver the community safety planning workshops. The training will include guidance on how to mobilize their community and develop a CSP with their community.



The Champions will be identified by community leadership in collaboration with Public Safety Canada and each Champion will participate in an initial Train-the-Champion workshop. Once the Train-the-Champion workshop has been completed, Champions will deliver the community safety planning workshops within their community. Facilitators will be responsible for providing continued support to the Champions throughout the Champion's delivery of the workshops. In addition, the facilitator will travel to the community or attend virtually to directly support the Champion in the delivery of one workshop session, itself two to three days in length or the equivalent if virtual attendance is the chosen option.

Each Train-the-Champion workshop will include individuals from different communities and will be delivered by the facilitator in a central location or virtually over a period of five days. Delivery of this model may require up to three facilitators: one lead facilitator and two co-facilitators. It is **not** a requirement that all facilitators be supplied by the same Contractor. The exact number of facilitators will depend on the number of communities and Champions involved since each facilitator will pair up with a Champion to provide them with individualized support. In order to maintain a manageable workload and to ensure that Champions and communities are provided with adequate support, lead facilitators and co-facilitators will be responsible for supporting each of the Champions involved. The ratio of facilitators to Champions will be balanced in the call-up, but it is the responsibility of the facilitators to ensure that they are capable of adequately supporting each Champion and community.

The intensified session delivery will be used where either a single community or a group of communities within a geographical area have chosen to participate in the CSP workshops. The facilitator will deliver one workshop in a four to five days in length, to the community's Core Group.

Additional information on each model can be found in Appendix 1 to Annex A.

6.3 Model C: Train-the-Trainer

The aim of this model is to train trainers/facilitators on how to deliver the community safety planning workshops. The training will include guidance on how to mobilize the community and to deliver a uniform/consistent CSP to the communities.

The trainers will be facilitators that are awarded a Standing Offer (SO) under any Request for Standing Offers (RFSO) with Public Safety Canada. Each Trainer will participate in an initial Train-the-Trainer workshop. Once the Train-the-Trainer workshop has been completed, Facilitators will deliver the community safety planning workshops within the communities.

Each Train-the-Trainer workshop will include individuals from different companies and will be delivered by a facilitator(s), chosen by Public Safety, in a central location over a period of five days. Delivery of this model may require up to three facilitators: one lead



facilitator and two co-facilitators. It is **not** a requirement that all facilitators be supplied by the same Contractor.

Additional information on each model can be found in Appendix 1 to Annex A.

7 MANDATORY FACILITATOR TRAINING

All facilitators must participate in a mandatory five day training workshop on the community safety planning process provided by Public Safety Canada. The training workshop is mandatory before the Contractor starts any work. Each of the Contractor's facilitators must be present during the entire workshop. The facilitators may be required to travel to Ottawa to attend this training session. Contractors won't be compensated for their time but travel expenses will be compensated as per the National Joint Council's Travel Directive. Public Safety Canada will try to accommodate, as much as possible, the Contractor's availability when scheduling the five day training workshop. However, it is the Contractor's responsibility to make sure their facilitator(s) are at the training workshop. Contractors who do not attend the training session will not be issued call-ups until they complete a training workshop. Public Safety Canada will not be held accountable for Contractors who are excluded due to scheduling conflicts.

The facilitator(s) will be evaluated by a Public Safety Canada instructor. Feedback will be individualized and will assess each participants' understanding of the process, their facilitation skills, and their ability to apply the concepts learned.

The training will:

- Identify and discuss the content and purpose of the CSP workshops;
- Distribute a comprehensive facilitation resource package, a tools package, and any required reporting templates;
- Show how to complete a Facilitator's Report; and
- Review the general call-up process and invoicing instructions.

8 TASKS AND DELIVERABLES

It is the facilitator's responsibility to engage the community in a neutral, respectful, and culturally sensitive manner to promote trust, openness, and honesty between the facilitator, community leaders, and the community itself. This is a requirement linked to the success of the workshops and the development of CSPs, and must be adhered to by facilitators at all times.

Contractors are to provide to Public Safety Canada the deliverables in a format determined at the time of the call-up. The deliverables are set out below and in the Facilitator's Guide.



All work must be completed per the call-up, and will be authorized against the standing offer.

Contractors are to provide to Public Safety Canada their timesheets on a monthly basis. This will give Public Safety Canada an estimate of to what to expect on their invoices.

8.1 Model A: Community Delivery

When the contractor receives a call-up for the Community Delivery model, their facilitator must do each the following tasks and provide each of the following deliverables:

| COMMUNITY MODEL | |
|---|---|
| 1) Adapt the workshop(s) and material(s) to the community's context | |
| Tasks | Deliverables: |
| <p>This must happen before the first session and needs to continue throughout the process. Adapting the materials may include, but is not limited to, the following types of activities:</p> <ul style="list-style-type: none"> • Review and become familiar with any engagement Public Safety Canada has already done with the community/communities; • Determine the most appropriate starting point of the workshop(s) for each community by reviewing the work which has already been completed by the community (i.e.. any prior plans, activities, documents, etc. completed or produced by the community which represent steps taken in addressing community safety issues that might be relevant/useful to the completion of a CSP); • Discuss with Public Safety Canada each community's specific issues, how they might affect the workshop, and how they will be dealt with. This may include accounting for the community's: <ul style="list-style-type: none"> ○ History ○ Culture/Traditions/Religion ○ Language ○ Etc. • Work with Public Safety Canada to adapt material(s) where appropriate; and • Submit the adapted material(s) to Public Safety Canada for review. Public Safety Canada will provide comments and feedback and may request changes. The facilitator must make these changes and obtain approval from | <ul style="list-style-type: none"> • Adapted material(s) |



| | |
|--|--|
| <p>Public Safety Canada before delivering them to the communities.</p> | |
|--|--|

2) Develop the workshop agenda(s)

| Tasks | Deliverables: |
|--|---|
| <p>Before each session the facilitator must submit the agenda(s) to Public Safety Canada at least one (1) week before delivering the workshops. The Agendas must include:</p> <ul style="list-style-type: none"> • The Indigenous community or communities that will be participating; • The topics that will be presented at the workshop(s); and • A clear description of any work to be completed by the participants and the community leaders outside of the workshop towards creating their CSP. <p>Public Safety Canada may request the facilitator to make changes to the workshop agenda(s) before it is considered final.</p> | <ul style="list-style-type: none"> • An agenda for each workshop (draft and final version if applicable) |

3) Deliver the workshop(s)

| Tasks | Deliverables: |
|--|---|
| <p>The facilitator must deliver the workshop(s). This includes following the approved agenda(s). This will require the facilitator to do the following:</p> <ul style="list-style-type: none"> • Work with the community key contact(s) to schedule the workshop in a central location or virtually and the logistics; • Make its own travel arrangements to get to and from each community; • Make its own arrangements for its own accommodations and meals; • Deliver the workshop(s) in accordance with Public Safety Canada training and the approved agenda(s); • Make sure that everyone involved in the workshop(s) understand their role and responsibilities; • Ensure that the workshop participants know what work needs to be completed outside of the workshops; | <ul style="list-style-type: none"> • Any notes compiled during the workshop(s) • Electronic document(s) of exercise(s) that were completed during the workshop(s) |



| | |
|---|---|
| <ul style="list-style-type: none"> • Hold subsequent workshops within six (6) weeks of the last workshop. This timeframe may vary depending on each community and/or if the virtual delivery is chosen; • Enter information given by the community in the electronic templates associated with the exercise(s) the community is verbally carrying out during the workshop(s); and • Take notes during the workshops. This may include observations, challenges faced, successes had, etc. | |
| <p>4) Write a report on the workshop(s)</p> | |
| <p>Tasks</p> | <p>Deliverables:</p> |
| <p>After each workshop is delivered, the facilitator must submit a report within three (3) weeks of the last day of the session to Public Safety Canada. The facilitator must submit the report in the format designed by Public Safety Canada. A template will be provided which asks for details including the following:</p> <ul style="list-style-type: none"> • Daily list of participants in attendance along with the program they represent (where applicable) including identified potential stakeholder key players; • Successes and challenges encountered by the facilitator; • Successes and challenges encountered by the Core Group; • Core Group participation; • Any and all exercises and activities that were completed; • Pictures (if available) that capture workshop activities being delivered included typed notes from session; • Typed PATH documents, historical scan narrative, and initial workplans developed as part of the session Document (parking- lot) any questions or requests made as part of workshop delivery; • Any adaptations or innovative measures (program officer approved) that may have occurred as part of workshop delivery; • Report and identify support and mentorship efforts. Information to be reported should include what support and capacity building efforts were identified or requested by communities; • Feedback from the Core Group and the community (on exercises and in general); | <ul style="list-style-type: none"> • A report on each workshop |



- Next steps which include conference call with program officer, core group and facilitator between sessions. A document which highlights key activities that will occur between sessions (lead individual and date of completion);
- Questionnaire(s)/participant evaluation completed by the core group members;
- Facilitator feedback and perspective on workshop content and how process can be improved; and
- General comments.

For virtual delivery, a shorter report will be required after each session and will include the following:

- Participant list
- Activities done and completed template for each activity
- Issues/challenges

A more detailed report, which will include the items listed for the regular process, will be required once activities from the first, second and third sessions are completed virtually. A final report will also be required once the virtual sessions are fully completed.

Contractors are to submit to Public Safety Canada the report and invoice simultaneously.

| 5) Coaching and mentoring the community | |
|---|---|
| Tasks | Deliverables: |
| <p>Coaching and mentoring happens in two ways – during the workshops and in between the workshops.</p> <p>1) During the workshop(s), coaching and mentoring will be done in a general way that supports the Core Group to effectively complete activities. This will include encouraging participants to join discussions, explore ideas, understand the activity’s relation to the CSP, etc.</p> <p>2) In between workshops, coaching and mentoring will be accomplished through phone-calls, emails and/or through virtual communication technology (i.e Zoom). This will be with the key contacts, leadership, and the Core Group to support and guide them through the process of completing assigned work, expanding the Core Group, and developing a CSP.</p> | <ul style="list-style-type: none"> • Ongoing notes |



| | |
|--|---|
| <p>The facilitator must keep and submit notes on their coaching and mentoring on a monthly basis between workshops. These notes must include:</p> <ul style="list-style-type: none"> • When contact is attempted with communities and if it was successful; • In what manner contact was made; • A summary of the support and capacity building efforts that were identified and/or requested by the community; • A summary of the communities' responses; and • Any observations that might impact the process or the workshops. <p>All time spent coaching and mentoring Core Group needs to be reflected in the facilitator's timesheets.</p> | |
| <p>6) Draft CSP framework</p> | |
| <p>Tasks</p> | <p>Deliverables:</p> |
| <p>The workshops, coaching and mentoring are used to support the community's development of a CSP. Though the facilitator is not responsible for the content of this plan, they are responsible for ensuring that the community takes steps to complete a CSP. Entering the information verbalized by the community in the electronic template(s) associated with the CSP while the community is carrying out the drafting of the CSP exercise is part of the facilitator(s) responsibilities. The actual plan itself will be submitted by the community.</p> <p>Barring unforeseen circumstances, the facilitator must make reasonable effort to ensure that the community has produced, at the least, a draft CSP framework.</p> | <ul style="list-style-type: none"> • Draft CSP framework |
| <p>7) A final report</p> | |
| <p>Tasks</p> | <p>Deliverables:</p> |
| <p>Within three (3) weeks of the last day of the delivery of the final workshop, the facilitator must submit a final report in the format designed and provided by Public Safety Canada. The report must detail all of the challenges encountered, the successes had, recommendations for improvement, and an overall assessment of the process. Other sections included in the report, must also be completed.</p> <p>Contractors are to submit to Public Safety Canada the report and invoice simultaneously.</p> | <ul style="list-style-type: none"> • A final report |



8) Other Related Documents

| Tasks | Deliverables: |
|---|---|
| Any other documents that the facilitator creates for the workshops and/or for their coaching and mentoring of the Core Group must be submitted. | <ul style="list-style-type: none"> All documents created for use under the call-up |

Other tasks and deliverables may be determined within a call-up against the standing offer. The facilitator must complete these tasks and provide these deliverables in the manner specified within the call-up.

8.2 Model B: Train-the-Champions

When the Contractor receives a call-up for the Train-the-Champions model, their facilitator must do each the following tasks and provide each of the following deliverables:

| TRAIN THE CHAMPIONS MODEL | |
|--|--|
| 1) Develop the Train-the-Champion workshop agenda | |
| Tasks | Deliverables: |
| <p>Before the Train-the-Champion workshop, the lead facilitator must submit the agenda to Public Safety Canada no later than one (1) week before delivering the workshop. The facilitator(s) will be given the materials to deliver the workshop according to Public Safety Canada guidelines. Agendas must reflect these guidelines and include the following information:</p> <ul style="list-style-type: none"> The Indigenous communities that will be participating; The specific individuals that will be participating; The topics that will be presented at the workshop; and Which facilitator is responsible for what part of the agenda. <p>Public Safety Canada may request the facilitators to make changes to the workshop agenda before it is considered final.</p> | <ul style="list-style-type: none"> Train-the-Champion workshop agenda (draft and final version if applicable) |
| 2) Deliver the Train-the-Champion workshop | |
| Tasks | Deliverables: |
| The facilitators must deliver the workshop. This includes following the approved agenda and will require the facilitators to do the following: | <ul style="list-style-type: none"> Any notes compiled during the workshop |



| | |
|---|--|
| <ul style="list-style-type: none"> • Work with the community Champion(s) to schedule the workshop in a central location or virtually and the logistics required; • Arrange for their own travel arrangements, accommodations and meals; • Deliver the workshop according to Public Safety Canada guidelines and the approved agenda; • Ensure that the Champion(s) are aware of what is expected of them to engage their communities; • Take notes during the workshop. This may include observations, challenges, successes, etc.; • Effectively communicate to the Champion(s) that there is to be no more than three (3) weeks between their initial training and the delivery of their first community workshop. This timeframe may vary depending on each community; and • Ensure that the Champion(s) are aware of which facilitator is responsible for their coaching and mentoring support after the workshop, if more than one facilitator is required. | |
|---|--|

3) Write a workshop report

| Tasks | Deliverables: |
|--|---|
| <p>After the workshop has been successfully delivered, the lead facilitator must submit a report to Public Safety Canada within three (3) weeks of the last day of the workshop. The report must be in the format designed by Public Safety Canada. A template will be provided which asks for details including:</p> <ul style="list-style-type: none"> • Daily list of participants in attendance with community they represent and area they are responsible for (if applicable); • Successes and challenges encountered by the facilitator; • Successes and challenges encountered by the Champion(s); • Champions participation; • Any and all exercises and activities that were completed; • Pictures of activities completed (if available); • Parking lot; questions and/or requests made during the workshop; • Adaptations made and/or innovative measures taken; • Feedback from Champion(s) (on exercises and in general); | <ul style="list-style-type: none"> • A workshop report |



| | |
|---|---|
| <ul style="list-style-type: none"> • Next steps (ex. conference calls between facilitator, Champion(s) and Public Safety Canada; key activities to take place with Champion(s) and due dates); • Facilitator feedback and perspective on workshop content and how process can be improved; and • General comments. <p>Contractors are to submit to Public Safety Canada the report and invoice simultaneously.</p> | |
| <p>4) Coaching and mentoring the Champion</p> | |
| <p>Tasks</p> | <p>Deliverables:</p> |
| <p>The facilitators coaching and mentoring support must include:</p> <ul style="list-style-type: none"> • Coordinating with the Champion(s) to develop an agenda for the Champion-led, facilitator-supported workshop. With the approval of the Champion(s) and of the community, the agenda is to be submitted by the facilitator to Public Safety Canada for approval one week prior to the delivery of the workshop; • Being accessible and working with the Champion(s) to ensure that the following essential goals are met throughout: <ul style="list-style-type: none"> ○ Leadership’s commitment is secured; ○ Initial information is gathered by the Champion, including any prior community plans, activities, documents, etc. that are relevant to the completion of a CSP; ○ Workshop delivery is coordinated and planned; ○ An appropriate Core Group is established; and ○ Each community’s Core Group has an opportunity to speak with the facilitator and/or the Champion(s) prior to the delivery of the workshop(s). <p>In between workshops, coaching and mentoring will be accomplished through phone-calls, emails and/or through virtual communication technology (ie. Zoom). This will be with the Champion(s), key contact, leadership and the Core Group to support and guide them through the process of completing assigned work, expanding the Core Group, and developing a CSP.</p> | <ul style="list-style-type: none"> • Champion(s) agenda • Monthly progress report |



| | |
|---|--|
| <p>The facilitators must keep and submit notes on their coaching and mentoring on a monthly basis between workshops. These notes must include:</p> <ul style="list-style-type: none"> • When contact is attempted with communities and if it was successful; • In what manner contact was made; • A summary of the support and capacity building efforts that were identified and/or requested by the community; • A summary of the communities' responses; and • Any observations that might impact the process or the workshops. <p>All time spent coaching and mentoring needs to be reflected in the facilitators timesheets.</p> | |
| <p>5) Support the delivery of one Champion led workshop session</p> | |
| <p>Tasks</p> | <p>Deliverables:</p> |
| <p>The facilitators must attend in person or virtually the delivery of one (1) workshop session, two (2) to three (3) days in length or the equivalent if the virtual delivery method is chosen, put on by the Champion(s). While attending, the facilitator must work with the Champion(s) to support their delivery of the workshop. This may include:</p> <ul style="list-style-type: none"> • Running an activity or discussion; • Helping to keep the Core Group on track; and/or but not limited to • Providing intermittent tips and guidance to the Champion(s) throughout the workshop. <p>After the session is successfully delivered, the facilitator must submit a report to Public Safety Canada within three (3) weeks of the last day of the workshop. The report must be in the format designed by Public Safety Canada. A template will be provided which asks for details including the following:</p> <ul style="list-style-type: none"> • Daily list of participants in attendance with community they represent and area they are responsible for (if applicable); • Successes and challenges encountered by the facilitator; • Successes and challenges encountered by the Champion(s); | <ul style="list-style-type: none"> • A report on the workshop |



| | |
|--|---|
| <ul style="list-style-type: none"> • Successes and challenges encountered by the Core Group; • Core Group participation; • Activities that were completed; • Pictures of activities completed (if available); • Parking lot; questions and/or requests made during the workshop; • Adaptations made and/or innovative measures taken; • Feedback from Core Group, the community and Champion(s) (on exercises and in general); • Next steps (ex. conference calls between facilitator, Champion(s) and Public Safety Canada; key activities to take place with Champion(s) and due dates); • Questionnaire(s)/participant evaluation completed by the core group members; • Facilitator feedback and perspective on workshop content and how process can be improved; and • General comments. <p>Contractors are to submit to Public Safety Canada the report and invoice simultaneously.</p> | |
| 6) Other Related Documents | |
| Tasks | Deliverables: |
| Any other documents that the facilitators creates for the Train-the-Champion workshops and/or for their coaching and mentoring of the Champion and/or Core Group must be submitted. | <ul style="list-style-type: none"> • All documents created for use under the call-up |

8.3 Model C: Train-the-Trainer

When the Contractor receives a call-up for the Train-the-Trainer model, their facilitator must do each the following tasks and provide each of the following deliverables:

| | |
|---|---|
| TRAIN-THE-TRAINER MODEL | |
| 1) Develop the Train-the-Trainer workshop agenda | |
| Tasks | Deliverables: |
| <p>Before the Train-the-Trainer workshop, the lead facilitator must submit the agenda to Public Safety Canada no later than one (1) week before delivering the workshop. The facilitator(s) will be given the materials to deliver the workshop according to Public Safety Canada guidelines. Agendas must reflect these guidelines and include the following information:</p> <ul style="list-style-type: none"> • The topics that will be presented at the workshop; and | <ul style="list-style-type: none"> • Train-the-Trainer workshop agenda (draft and final version if applicable) |



| | |
|---|--|
| <ul style="list-style-type: none"> Which facilitator is responsible for what part of the agenda. <p>Public Safety Canada may request the facilitators to make changes to the workshop agenda before it is considered final.</p> | |
| <p>2) Deliver the Train-the-Trainer workshop</p> | |
| <p>Tasks</p> | <p>Deliverables:</p> |
| <p>The facilitators must deliver the workshop. This includes following the approved agenda and will require the facilitators to do the following:</p> <ul style="list-style-type: none"> Arrange for their own travel arrangements, accommodations and meals; Deliver the workshop according to Public Safety Canada guidelines and the approved agenda; Ensure that the Facilitator(s) are aware of what is expected of them to engage communities; | <ul style="list-style-type: none"> Any notes compiled during the workshop |

Other tasks and deliverables may be determined within a call-up against the standing offer. The contractor and/or facilitator must complete these tasks and provide these deliverables in the manner specified within the call-up.

9 ADDING NEW FACILITATORS

As per Section 6.4.2 of the Standing Offer and Resulting Contract Clauses, once each calendar year, the contractor may add a facilitator to the existing Standing Offer.

9.1 New Facilitator Requirements

The proposed facilitator(s) must meet all the mandatory requirements and achieve the minimum score of the rated evaluation criteria established in the original solicitation document.

9.2 Training New Facilitators

Throughout the year, a contractor may have another facilitator participate alongside a lead facilitator during a call-up for the purpose of training the new facilitator in the community mobilization process. This must be identified in the agenda as well as confirmed and accepted by Public Safety Canada. The contractor must first be awarded a call-up with Public Safety Canada in order to be able to bring on an additional resource to a community.



Additional resources are to be brought on by the contractor for the purpose of training, must be done at the sole expense and risk of the contractor. Public Safety Canada will not be responsible and/or liable for any fees and or cost incurred by additional resources. The contractor may not invoice Public Safety Canada for work conducted by the facilitator(s) being trained. Public Safety Canada will not be responsible and/or liable for any facilitators not named in the standing offer or call-up. The contractor must take responsibility for any impact the trainee may have on the process. This includes any negative impacts on the community. The contractor must immediately remove a trainee from a process should a trainee have any negative impacts on a community during a mobilization process.

10 TRAVEL

Travel will be required to deliver workshops in communities. Specific travel requirements will be identified in the call-up. It will be expected that the proposed facilitator be required to travel to Indigenous communities to participate in meetings and/or workshops. Occasionally, Public Safety Canada may request that a proposed facilitator facilitate the workshop process in a community outside the region.

There may be a requirement to travel to isolated locations across Canada in all weather conditions. Some of the work requires overnight stays in small communities where commercial accommodations and other amenities might not up to city standards and exposure to second-hand smoke in meetings with Indigenous people may pose a health risk.

Facilitators are responsible to keep their travel expenses within the amount identified in their call-up. If there are exceptional circumstances that increase the expenses related to the travel, adjustments can be made with a justification from the facilitator upon approval from Public Safety Canada.

11 WORK LOCATION

The Contractor and facilitator(s) will not be provided a work station on-site at any of Public Safety Canada's facilities. Any preparation of activities must be conducted at the Contractor's facilities. The workshops will be held within the identified community/communities or via virtual communication method (i.e.. Zoom...). The Contractor and its facilitator(s) must be available for conference/teleconference or video calls as required. Should other arrangements be necessary, they will be made through Public Safety Canada and/or identified in the call-up.

12 LANGUAGE



All deliverables must be submitted in English or French depending on the community's chosen official language. It will be the responsibility of the contractor to provide services in either official languages (English or French) as and when required.

13 PERFORMANCE MEASUREMENT

For **EACH** call-up, Public Safety Canada will fill-out the Contractor Evaluation Report (see Appendix 2 of Annex A) and submit to the contractor(s) a copy of the completed report after each session/workshop when a call-up is in process. The information in the reports will be used to assess the performance of the contractor/resource(s) in a constant manner. Input from the community will be taken into account and will be included in the Contractor's Evaluation Report if and when applicable. This may affect the overall score and may be provided as justification. The overall score will be the average score taken from all the Contractor Evaluation Reports for the specific call-up. The overall score will be provided on the last Contractor Evaluation Report once the last session/workshop is completed.

After receiving each of the reports, the contractor is entitled to meet (telephone or in person) with Public Safety Canada to discuss the results. The contractor may request changes to the evaluation. However, changes will only be made if the contractor is able to provide sufficient evidence. If the contractor does not request changes within five (5) business days of receiving the most recent Contractor Evaluation Report, it will be assumed by Public Safety Canada that the contractor accepts the submitted evaluation.

If, as a final overall score, the contractor achieves a 1, 2 or 3, the contractor must submit a Corrective Action Plan within ten (10) working days that will set out a detailed plan to address any issues identified in the Contractor Evaluation Report. If the contractor does not submit a Corrective Action Plan, this may result in a termination of the stranding offer.

Public Safety Canada must also submit the completed reports to the Contracting Authority. The Contracting Authority will review and arrange for a meeting with the contractor(s) to discuss the evaluation and overall score once the call-up is completed.

14 NON-PERFORMANCE

The contractor must perform the work in accordance with each call-up issued, tasks and deliverables listed in Section 8 of the Statement of Work and with the Facilitator's Guide. In the event that the contractor does not perform the work as specified, it may result in a temporary suspension or cancellation of their Standing Offer.



Appendix 1 to Annex A

1. Model A –Community Delivery (single community or circuit style):

In conjunction with the terms set out in Section 8.1, proposed facilitators must execute, but are not limited to, the following:

- a) Support the community key contact in ensuring that the following essential goals are met:
 - i) Leadership’s commitment to the delivery of and participation in the workshop(s) is secured with the understanding that, through the workshop(s) and with the facilitator’s aid, the end result is the production, in writing, of a feasible CSP;
 - ii) An appropriate Core Group is established and expanded and each member understands their role and the commitment required to see the process through. Detailed Core Group composition guidelines will be given in the initial Public Safety Canada facilitator training session; and
 - iii) The Core Group has an opportunity to speak (e.g. via teleconference, virtual communication method or email) to the facilitator prior to the delivery of the first workshop.

- b) Be accessible between workshops in an off-site mentoring role to support the key contact and the Core Group in their application of the tools and skills learned. Responsibilities under this item include, but are not limited to: the provision of material (new or old), details on the content of the next workshop, teleconferences with the Core Group, email correspondence, and/or coaching for the Core Group and key contact as needed.

2. Model B – Train the Champions:

In conjunction with the terms set out in Section 8.2, proposed lead and co-facilitators must jointly execute, but are not limited to the following as part of the delivery of Model B:

Coaching and mentoring supports

- a) Identify milestones and/or challenges faced by the Champion and coordinate with them to provide support in achieving said milestones and responding to said challenges. The milestones should be reflected in the community timeline while the challenges and supports should be reflected in the facilitator outline provided to Public Safety Canada;

- b) Be accessible between workshops in an off-site mentoring role to support the Champion(s) and the Core Group in their application of the tools and skills



learned. Responsibilities under this item include, but are not limited to: the provision of material (new or old), details on the content of the next on-site/virtual workshop, teleconferences with the Champion(s) and Core Group(s) where needed, email correspondence, and/or general mentoring and coaching of the Core Group(s) and Champion(s) as needed.

Roles and Responsibilities amongst facilitators

- a) Be responsible for follow up with designated Champions and Core Groups on their progress, challenges, and successes;
- b) Lead facilitator to ensure that co-facilitators are following up with their designated Champions and Core Groups on their progress, challenges, and successes;
- c) Be responsible for the preparation of any required workshop material (e.g. agendas) during the delivery of the Train-the-Champion workshop(s). All material must be sent to the co-facilitators for their information and/or comment prior to being finalized by Public Safety Canada. The lead facilitator must submit all required material to Public Safety Canada for approval. Finalized material is to be provided to the co-facilitators a minimum of three (3) days prior to the delivery of the workshop(s); and
- d) Be responsible for the required Public Safety Canada reports. The lead facilitator must contact the co-facilitators to obtain any required information/feedback to be included in the reports. The lead facilitator will not be held accountable if the co-facilitator does not provide information/feed-back regarding work conducted. All reports are to be submitted within the timelines detailed in Section 8.2.

In addition to the roles and responsibilities co-facilitator(s) will:

- a) Provide feed-back to the lead facilitator regarding workshop and reporting material. Failure to provide any feedback will assume consent. Note: the co-facilitator(s) must provide all material both directly to Public Safety Canada and the lead facilitator;
- b) Co-facilitate workshops with the lead facilitator. This may include leading a side session with a portion of the group and/or presenting training material; and
- c) Be responsible for follow up with designated Champions and Core Groups on their progress, challenges, and successes.

3. Model C – Train the Trainer:

In conjunction with the terms set out in Section 8.3, proposed lead and co-facilitators must jointly execute, but are not limited to the following as part of the delivery of Model C:

Roles and Responsibilities amongst facilitators



- i. Be responsible for the preparation of any required workshop material (e.g. agendas) during the delivery of the Train-the-Trainer workshop(s). All material must be sent to the co-facilitators for their information and/or comment prior to being finalized by Public Safety Canada. The lead facilitator must submit all required material to Public Safety Canada for approval. Finalized material is to be provided to the co-facilitators a minimum of three (3) days prior to the delivery of the workshop(s); and
- ii. Be responsible for contacting the co-facilitators to obtain any required information/feedback. The lead facilitator will not be held accountable if the co-facilitator does not provide information/feed-back regarding work conducted.

Appendix 2 to Annex A CONTRACTOR EVALUATION REPORT

Public Safety Canada is to fill-out the evaluation below and submit to the vendor(s) a copy of the completed evaluation report after each session/workshop once a call-up is in process. The evaluation report must be submitted to Public Safety Canada, who will then submit to the Contracting Authority. The Contracting Authority will review and once the call-up is completed will arrange for a meeting with the vendor(s) to discuss the evaluation and overall score.

| # | Questions | Yes | No* | N/A | Comments |
|---|--|-----|-----|-----|----------|
| 1 | <p>Was there any issues with the services and/or deliverables during the current session/workshop? If yes, did you contact the contractor/facilitator? If no, why not?</p> <p>Examples of issues:</p> <ul style="list-style-type: none"> - Facilitator isn't organized and/or prepared - Facilitator isn't respectful of community's culture, religion, traditions, etc. - Deliverables are not completed properly - Deliverables are incomplete (lacking pertinent information) | | | | |
| 2 | <p>As a follow up to question 1: If you did contact the contractor/facilitator did they address your issue? Was it addressed to your satisfaction? Explain in detail</p> | | | | |
| 3 | <p>Were the deliverables made on time? If not, please identify which deliverable and explain why it was not met</p> | | | | |
| 4 | <p>Are you satisfied with the quality of your services/deliverable?</p> | | | | |

| # | Questions | Yes | No* | N/A | Comments |
|----|--|-----|-----|-----|----------|
| 5 | Has the facilitator provided the community key contact with a courtesy call on a weekly basis (unless emergency within the community)? | | | | |
| 6 | Has the facilitator participated in the last quarterly Community of Practice Teleconference? | | | | |
| 7 | Were the reports submitted on time to Public Safety Canada? (3 weeks after last day of session/workshop) | | | | |
| 8 | Were the invoices submitted on time to Public Safety Canada? (3 weeks after last day of session/workshop) | | | | |
| 9 | Have you experienced any invoicing issues? | | | | |
| 10 | Were the timesheets submitted to Public Safety Canada on a monthly basis for estimate of what to expect on invoice? | | | | |

RESOURCE NAME(S): _____ DATE: _____

CALL-UP #: _____ CONTRACTING OFFICER: _____

SESSION # _____ COMMUNITY NAME: _____

Using the following rating system, please provide overall comment on the satisfaction of the vendor performance for the session/workshop of the specific call-up. For any rating between 1, 2 and 3, please provide an explanation of the reason for dissatisfaction.

| Very Dissatisfied | Dissatisfied | Somewhat Satisfied | Satisfied | Very Satisfied |
|-------------------|--------------|--------------------|-----------|----------------|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

COMMENTS:

THIS SECTION MUST BE COMPLETE ONLY AFTER THE LAST SESSION

OVERALL SCORE – To be completed only after Session 3 is finished. The overall score is the average score taken from all three (3) or four (4) sessions previously completed Contractor Evaluation Reports

| Very Dissatisfied | Dissatisfied | Somewhat Satisfied | Satisfied | Very Satisfied |
|-------------------|--------------|--------------------|-----------|----------------|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

COMMENTS:

Program/Technical Authority Name: _____ Date: _____



Appendix 3 to Annex A – Best Fit Categories

Below are the categories that Offerors are encourage to identify (if applicable) for the resource(s) being proposed for.

CATEGORIES

Cultural Group:

- First Nation
- Métis
- Inuit
- Mixed

Language:

- French
- English
- Indigenous language(s) – please specify

Cultural Sub-Group:

- Carrier (Dakelh)
- Cree
- Dakota
- Dene
- Gitksan
- Gwich'in
- Haida
- Hul'q'umi'num
- Innu
- Maliseet
- Mainland Comox
- Mi'kmaq
- Mohawk
- Nisga'a
- Nlaka'pamux
- Nuxalkmc
- Ojibwa
- Oji-Cree
- Sauteaux
- Salish
- Scw'exmx
- Sekani
- Self-governing
- Shuswap (Secwepemc)
- Sto:lo
- Sqilxw (Okanagan)
- Tłchq
- Tsilhqot'in (Chilcotin)
- Urban
- Other



ANNEX "B"

BASIS OF PAYMENT

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

To be inserted upon contract award

Canadian Customs Duty and GST/HST extra.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.

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

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

TRAVEL AND LIVING EXPENSES

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract or Task Authorization.

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the negotiated meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All payments are subject to Government Audit.

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

GOOD AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.



The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.