



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des  
soumissions

Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches  
et Océans Canada  
200 Kent Street | 200 rue Kent  
Ottawa, ON, K1A 0E6

**Email / Courriel :**

[Charles.Nwachukwu@dfo-mpo.gc.ca](mailto:Charles.Nwachukwu@dfo-mpo.gc.ca)  
&  
[DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans  
Canada

We hereby offer to sell to His Majesty  
the King in right of Canada, in  
accordance with the terms and  
conditions set out herein, referred to  
herein or attached hereto, the goods  
and services listed herein and on any  
attached sheets at the price(s) set out  
therefor.

Proposition à : Pêches et Océans  
Canada

Nous offrons par la présente de vendre  
à Sa Majesté le Roi du chef du  
Canada, aux conditions énoncées ou  
incluses par référence dans la présente  
et aux appendices ci-jointes, les biens  
et les services énumérés ici sur toute  
feuille ci-annexée, au(x) prix indiqué(s).

<b>Title / Titre</b> Artic Region – Staying Connected Initiative		<b>Date</b> May 17 <sup>th</sup> , 2024
<b>Solicitation No. / N° de l'invitation</b> 30005339		
<b>Client Reference No. / No. de référence du client(e)</b> 30005339		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 2 :00PM EST (Eastern Standard Time / HNE (Heure Normale de l'Est) <b>On / le :</b> June 10 <sup>th</sup> , 2024		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Charles Nwachukwu <a href="mailto:Charles.Nwachukwu@dfo-mpo.gc.ca">Charles.Nwachukwu@dfo-mpo.gc.ca</a> <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## TITLE

Bid solicitation 30005339, issued under the framework of the E60ZT-18TSPS Supply Arrangement for task-based professional services, for the provision of the following professional services: Arctic Region – Staying Connected Initiative

### PART 1 – GENERAL INFORMATION

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Suppliers, Pricing Schedule, TSPS Flexible Grid, Technical and Financial criteria, Additional Certifications required precedent to contract award.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Insurance Requirements.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.

#### 1.2 Summary

The Department of Fisheries and Oceans Canada Arctic Region requires a Facilitator Consultant at a senior level to help identify current and upcoming opportunities to support staff wellness needs; continue the coordination and facilitation of regular team huddles, and provide advice regarding direction and content of the Arctic Region Staying Connected Team/channels on an ongoing basis for the 2024-25 fiscal year.

It is intended to result in the award of a contract.

Stream 2: Business Consulting / Change Management Stream



Resource Category	Level of Expertise	Estimated Number of Resources Required
2.15 Facilitator Consultant	1	1

**1.2.1 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)**

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

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

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

**1.3 Security**

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

**1.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), “the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the “Canadian Free Trade Agreement (CFTA)

**1.5 Comprehensive Land Claims Agreements (CLCAs)**

The resulting contract(s) will not include deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement, outside of this bid solicitation.

**1.6 Debriefings**

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



## ATTACHMENT 1 TO PART 1, LIST OF SUPPLIERS

This list will not be updated if additional suppliers request copies of the bid solicitation.

Only selected TSPS SA Holders currently holding a TSPS SA under the E60ZT-18TSPS series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement process. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement.

SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the E60ZT-18TSPS series as that joint venture at the time of bid closing in order to submit a bid.

7159650 Canada Inc.  
8513929 Canada Inc.  
Acosys Consulting Services Inc.  
Allan Clarke & Associates Inc.; The Halifax Computer Consulting Group Inc.; In Joint Venture  
Deloitte Inc.  
Elevated Thinking Inc.  
Juno Risk Solutions Incorporated  
Le Groupe Conseil Bronson Consulting Group  
Malarsoft Technology Corporation  
Neolé Inc.  
NIVA Inc  
Pricewaterhouse Coopers LLP  
QMR Staffing Solutions Incorporated  
Tiree Facility Solutions Inc.  
Ultimate Progress Leadership Group Inc.



## PART 2 – BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

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

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

Delete: 60 days

**Insert: 120 calendar days.**

#### 2.1.1 Technical Difficulties of Bid Transmission

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

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

#### 2.1.2 Completeness of the Bid

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



Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

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

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

## **2.2 Submission of Bids**

Bids must be submitted only to ([Charles.Nwachukwu@dfo-mpo.gc.ca](mailto:Charles.Nwachukwu@dfo-mpo.gc.ca)) and [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) by e-mail by the date, and time indicated on page 1 of the bid solicitation:

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

## **2.3 Former Public Servant – Competitive Bid**

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

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.





### 2.3.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police. A former public servant may be:

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

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

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

### 2.4 Inquiries - Bid Solicitation

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

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



## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

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



## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid in accordance with section 08 of the [2003](#) standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid 1 soft copy by email;  
Section II: Financial Bid 1 soft copy by email;  
Section III: Certifications 1 soft copy by email; and

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

#### **Section I: Technical Bid**

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.



## Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.
- B. Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C. *When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation*

## D. Electronic Payment of Invoices – Bid

Canada requests that bidders:

- 1. select option 1 or, as applicable, option 2 below; and
- 2. include the selected option in Section II of their bid.

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

### Option 1:

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

- VISA Acquisition Card
- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)
- Wire Transfer (International Only)

### Option 2:

- The Bidder does not accept to be paid by Electronic Payment Instruments.

1.

## Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

## Section IV: Additional Information

In Section IV of their bid, bidders 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 Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- 4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
- 5. For Part 6, article 6.1, Security Requirement, of the bid 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;
    - 2) the date of birth of the individual; and
    - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses;

and



- b) for each proposed location of work performance or document safeguarding, the address containing the information below.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country



### ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

**Table 1: INITIAL CONTRACT PERIOD**

Item #	Description	(A) Estimated Quantity (Monthly)	(B) Estimated monthly cost – all inclusive	(C) Extended cost for evaluation purpose (A x B) (Excluding taxes)
1	Design, facilitation, coordination and moderation of one-hour monthly (or as needed) virtual general assemblies (max. 12 sessions). Includes additional one-hour weekly (or as needed) planning calls with the Staying Connected Team.	9 months	\$	\$
2	Monitoring of the MS Teams virtual platform and facilitation as necessary, providing advice on channel structure/design and content to the Staying Connected Team	9 months	\$	\$
3	Pulse checks and reporting to Management and Staying Connected Team. May include one or more presentations to executive-level management committees or other Regional DFO staff (as needed).	9 months	\$	\$
<b>(A+B = C) Total extended cost for evaluation purpose (Excluding taxes)</b>				\$



**Table 2: Option Period # 1: April 1, 2025 to March 31, 2026**

Item #	Description	(A) Estimated Quantity (Monthly)	(B) Estimated monthly cost – all inclusive	(C) Extended cost for evaluation purpose (A x B) (Excluding taxes)
1	Design, facilitation, coordination and moderation of one-hour monthly (or as needed) virtual general assemblies (max. 12 sessions). Includes additional one-hour weekly (or as needed) planning calls with the Staying Connected Team. As defined in Statement of Work section 4.0 and section 7.0 above.	12 months	\$	\$
2	Monitoring of the MS Teams virtual platform and facilitation as necessary, providing advice on channel structure/design and content to the Staying Connected Team.	12 months	\$	\$
3	Pulse checks and reporting to Management and Staying Connected Team. May include one or more presentations to executive-level management committees or other Regional DFO staff (as needed).	12 months	\$	\$
<b>(A+B = C) Total extended cost for evaluation purpose (Excluding taxes)</b>				\$



**Table 3: Option Period # 2: April 1, 2026 to March 31, 2027**

Item #	Description	(A) Estimated Quantity (Monthly)	(B) Estimated monthly cost – all inclusive	(C) Extended cost for evaluation purpose (A x B) (Excluding taxes)
1	Design, facilitation, coordination and moderation of one-hour monthly (or as needed) virtual general assemblies (max. 12 sessions). Includes additional one-hour weekly (or as needed) planning calls with the Staying Connected Team. As defined in Statement of Work section 4.0 and section 7.0 above.	12 months	\$	\$
2	Monitoring of the MS Teams virtual platform and facilitation as necessary, providing advice on channel structure/design and content to the Staying Connected Team. As defined in Statement of Work section 4.0 and section 7.0 above.	12 months	\$	\$
3	Pulse checks and reporting to Management and Staying Connected Team. May include one or more presentations to executive-level management committees or other Regional DFO staff (as needed).	12 months	\$	\$
<b>(A+B = C) Total extended cost for evaluation purpose (Excluding taxes)</b>				\$

**TOTAL FINANCIAL BID**

Description	Extended amount (Taxes Excluded)
TOTAL TABLE 1	\$
TOTAL TABLE 2	\$
TOTAL TABLE 3	\$
TOTAL FINAL BID	\$





## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Joint Venture Experience

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

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

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

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

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



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

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

that show in total 100 billable days.

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

#### **4.1.1.2 Mandatory Technical Criteria**

Refer to Attachment 2 to Part 4.

#### **4.1.1.3 Point Rated Technical Criteria**

Refer to Attachment 2 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

### **4.1.2 Financial Evaluation**

**4.1.2.1** For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

## **4.2 Basis of Selection**

### **4.2.1 Highest Combined Rating of Technical Merit and Price (60/40)**

**4.2.1.1** To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all the mandatory evaluation criteria.
- (c) obtain the required minimum of 52 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 106 points.

**4.2.1.2** Bids not meeting 4.2.1.1 (a) or (b) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

**4.2.1.3** The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 40$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

**4.2.1.4** A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 60$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 2 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

**4.2.1.5** The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .



**4.2.1.6** The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 2 to Part 4 will be recommended for award of a contract.

**4.2.1.7** The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C\$60,000	P2: C\$55,000	<b>LP</b> and P3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OSi x 60)</b>	<b>Pricing Score (LP/Pi x 40)</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 60 = 53.33	50/60 x 40 = 33.33	86.66
<b>Bidder 2</b>	98/135 x 60 = 43.55	50/55 x 40 = 36.36	79.91
<b>Bidder 3</b>	82/135 x 60 = 36.44	50/50 x 40 = 40.00	76.44



### ATTACHMENT 1 to PART 4, TSPS FLEXIBLE GRID

<b>Stream 2 – Business Consulting / Change Management Stream 2.15 Facilitator Consultant Flexible Grid</b>	
<b>Levels of Expertise</b>	
<b>Senior:</b>	<b>Minimum 95 pts</b>
Intermediate:	<b>Minimum 70 pts</b>
Junior:	<b>Minimum 50 pts</b>
<b>Education to the Consultant Category</b>	
University (PhD, Graduate, Undergraduate, degree):	<b>30 pts</b>
College or CEGEP Diploma/Certificate:	<b>25 pts</b>
*Formalized Training	<b>20 Pts</b>
Secondary School	<b>15 pts</b>
<b>Professional Certification</b>	
Relevant Professional Certification:	<b>10 pts</b>
<b>Relevant Experience in Consultant Category</b>	
≥1 yrs and <2 yrs: 12 to 23 months	<b>10 pts</b>
≥2 yrs and <4 yrs: 24 to 47 months	<b>20 pts</b>
≥4 yrs and <6 yrs: 48 to 71 months	<b>25 pts</b>
≥6 yrs and <8 yrs: 72 to 95 months	<b>40 pts</b>
≥8 yrs and <10 yrs: 96 to 119 months	<b>55 pts</b>
≥10 yrs and <15 yrs: 120 to 179 months	<b>70 pts</b>
≥15 yrs: 180 + months	<b>80 pts</b>

- Examples of formalized training include but not limited to recognized mediation certifications, certified training and development professional training certifications from accredited Institutions , Association for Challenge Course technology (ANSI) , Certified online facilitation.



## ATTACHMENT 2 TO PART 4, TECHNICAL CRITERIA

### Mandatory Technical Criteria

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

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

Bidders are requested to include a narrative summary to aid in the evaluation process, and in all cases, simply referring to pages of a résumé is not a suitable response.

Mandatory Technical Criteria (MTC)		Please Cross Reference to Specific pages in your Proposal [COMPLETED BY BIDDER]
<b>M1</b>	<p>The Bidder's proposed resource must meet the requirement of the <b>TSPS Supply Arrangement Flexible Grid for the Senior Facilitator Consultant in Attachment 1 to Part 4</b></p> <p>The Flexible Grid represents a combination of education and experience. A Senior Level Facilitator Consultant must have a minimum score of 95. Resource Score: _____ Bidder must provide proof of education and experience.</p>	
<b>M2</b>	<p>The Bidder's proposed resource must have a minimum of <b>12 months</b> of project experience in delivering products/services in the virtual environment, using platforms such as MicroSoft (MS) Teams. To demonstrate this experience, the bidder must provide the following:</p> <ol style="list-style-type: none"> <li>1) The name of the client/ organization ( to whom the services were provided)</li> <li>2) Description of the type and scope of services provided by the resource ( For the specified project)</li> </ol> <p>Date and duration of the Project (Indicating the year and months of engagement and the start and end dates of the work)</p>	
<b>M3</b>	<p>The Bidder's proposed resource <b>MUST</b> have a minimum of <b>24 months</b> experience by date of bid closing, delivering programs focused on team building and wellness, either in person or via virtual platformssuch as MS Teams.</p> <p>To demonstrate this experience, the bidder must provide the following:</p> <ol style="list-style-type: none"> <li>1) The name of the client/ organization ( to whom the services were provided)</li> <li>2) Description of the type and scope of services provided by the resource ( For the specified project)</li> <li>3) Date and duration of the Project (Indicating the year and months of engagement and the start and end dates of the work)</li> </ol>	



**Point Rated Technical Criteria**

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

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

<b>Point Rated Criteria (R)</b>			
<b>No.</b>	<b>Rated Criteria</b>	<b>Points Breakdown</b>	<b>Please Cross Reference to Specific pages in your Proposal [COMPLETED BY BIDDER]</b>
<b>R1</b>	<p>The Bidder's proposed resource should have experience in developing and implementing products or services focused on team strengthening and communication.</p> <p>To demonstrate this experience, the bidder must provide the following:</p> <ol style="list-style-type: none"> <li>1) The name of the client/ organization ( to whom the services were provided)</li> <li>2) Description of the type and scope of services provided by the resource ( For the specified project)</li> <li>3) Date and duration of the Project (Indicating the year and months of engagement and the start and end dates of the work)</li> </ol>	<p>1 project = 10 pts 2 projects = 20 pts 3+ projects = 30 pts</p> <p><b>Max Points: 30 Points</b></p>	
<b>R2</b>	<p>The Bidder's proposed resources have recent in the last 36 months from bid closing) experience in coordinating and facilitating team strengthening, wellness- or communication-focused services to large (50+) groups, delivered in a virtual or in-person platform</p> <p>To demonstrate this experience, the bidder must provide the following:</p> <ol style="list-style-type: none"> <li>1) The name of the client/ organization ( to whom the services were provided)</li> <li>2) Description of the type and scope of services provided by the resource ( For the specified project)</li> <li>3) Date and duration of the Project (Indicating the year and months of engagement and the start and end dates of the work)</li> </ol>	<p>1 project = 10 pts 2 projects = 20 pts 3+ projects = 30 pts</p> <p>An additional 2 pts will be added for each project delivered in a virtual platform to a maximum of three projects. (6 pts)</p> <p><b>Max Points: 36</b></p>	



<b>R3</b>	<p>The Bidder's proposed resource should have recent (i.e., in the last 60 months from bid closing) experience providing services that recognize wellness as a key component in operational effectiveness.</p> <p>To demonstrate this experience, the bidder must provide the following:</p> <ol style="list-style-type: none"><li>1) The name of the client/ organization ( to whom the services were provided)</li><li>2) Description of the type and scope of services provided by the resource ( For the specified project)</li><li>3) Date and duration of the Project (Indicating the year and months of engagement and the start and end dates of the work)</li></ol>	<p>1 project = 10 pts 2 projects = 20 pts</p> <p><b>Max Points: 20</b></p>	
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<p><b>R4</b></p>	<p>The Bidder's resources have recent (i.e. in the last 36 months from bid closing) experience in working directly with Indigenous organizations or groups (Inuit, First Nations, Metis) to deliver training or wellness initiatives.</p> <p>* An "Indigenous community, organization or group" is defined as any of the following:</p> <p>An Elder or office thereof;  An Indigenous band or band council as defined by the Indian Act;  A representative organization listed at:  <a href="https://www.rcaanc-cirnac.gc.ca/eng/1100100014427/1535467913043">https://www.rcaanc-cirnac.gc.ca/eng/1100100014427/1535467913043</a>;</p> <p>An Inuit community listed at:  <a href="https://www.rcaanc-cirnac.gc.ca/rcaanc-cirnac/Map/irs/mp/index-en.html">https://www.rcaanc-cirnac.gc.ca/rcaanc-cirnac/Map/irs/mp/index-en.html</a>;</p> <p>A First Nation community listed at:  <a href="https://geo.sac-isc.gc.ca/cippn-fnpim/index-eng.html">https://geo.sac-isc.gc.ca/cippn-fnpim/index-eng.html</a>;</p> <p>A company registered on any of the business directories listed at:  <a href="https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-9#_9-35-60">https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-9#_9-35-60</a>  or  At least 50% of the recipients of the services rendered by the proposed resource were estimated to be Indigenous people.</p> <p>To demonstrate this experience, the bidder must provide the following:</p> <ol style="list-style-type: none"> <li>1) The name of the client/ organization ( to whom the services were provided)</li> <li>2) Description of the type and scope of services provided by the resource ( For the specified project)</li> <li>3) Date and duration of the Project (Indicating the year and months of engagement and the start and end dates of the work)</li> </ol>	<p>1 project = 10 pts  2 projects = 20 pts</p> <p><b>Max Points: 20</b></p>	
<p><b>Total R1 Evaluated Score: (Minimum Points 60)</b></p>			<p><b>/106</b></p>





## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

#### **5.2.3 Status and Availability of Resources**

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



the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

## **5.2.4 Education and Experience**

### **5.2.4.1 Education and Experience**

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

### **5.2.4.2 Certifications - Contract**

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



## ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

### 1. Status and Availability of Resources

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

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

### 2. Education and Experience

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

### 3. Official Languages

The Bidder certifies that, in response to this solicitation, the proposed resource is fluent in English. Fluent is defined as Written, Oral, and Comprehension at an Advanced level as per language proficiency grid.

### 4. Former Public Servant Certification

#### 1. Former Public Servant

#### Definitions

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

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

As per the above definitions, is the Bidder a FPS? Yes ( ) No ( )



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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks; 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 fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



## **PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

**6.1.1** Before award of a contract, the following conditions must be met:

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;



## PART 7 – RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

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

**Section 08 – Replacement of Specific Individuals**, of [2035](#) (2022-12-01) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - b. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
  - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the



Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

**Section 17 - Interest on Overdue Accounts**, of [2035](#) (2022-12-01) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to **Section 30 - Termination for Convenience**, of [2035](#) (2022-12-01) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
  - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### 7.3 Security Requirement

The following security requirement (SRCL and related clauses provided by the [Contract Security Program](#) apply and form part of the Contract:

#### 7.3.1 No Security Requirement, escort required at DFO site(s) (except for public zones)

- 7.3.1.1 The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to **PROTECTED** or **CLASSIFIED** information/assets.
- 7.3.1.2 The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- 7.3.1.3 The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any **PROTECTED** or **CLASSIFIED** information/assets from DFO site(s).

Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).



## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to October 31, 2025 inclusive

### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 (thirty) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Charles Nwachukwu

Title: Senior Contracting Officer

Fisheries and Oceans Canada

Address: 200 Kent Street, Ottawa, Ontario K1A 0E6

Telephone: 902-478-9713

E-mail address: [Charles.Nwachukwu@dfo-mpo.gc.ca](mailto:Charles.Nwachukwu@dfo-mpo.gc.ca)

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

### 7.5.2 Project Authority (to be completed at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_





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

### 7.5.3 Contractor's Representative (to be completed at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Payment

### 7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

### 7.6.2 Authorized travel and living expenses

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

### 7.6.3 Limitation of Expenditure

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

whichever comes first.

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



#### **7.6.4 Method of Payment – Monthly Payment**

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

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

#### **7.6.5 Electronic Payment of Invoices - Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- a. Direct Deposit (Domestic and International);

#### **7.6.6 Discretionary Audit**

The following SACC manual , applies to and forms part of the contract [C0705C](#) (2010-01-11), Discretionary Audit.

### **7.7 Invoicing Instructions**

**7.7.1** The Contractor must submit invoices in accordance with subsection 12 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the required reports (if applicable)

**7.7.2** Payments will be made provided that the invoice(s) must be emailed to DFO Accounts Payable at [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) and the Project Authority with the AP Coder in cc.

### **7.8 Certifications and Additional Information**

#### **7.8.1 Compliance**

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

### **7.9 Applicable Laws**

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



### 7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 ([2022-12-01](#)) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated (to be completed at contract award)

### 7.11 Insurance

SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations.

### 7.12 Proactive Disclosure of Contracts with Former Public Servants *(to be completed at contract award as applicable)*



## ANNEX A, STATEMENT OF WORK

### 1.0 Contract Title

Arctic Region Staying Connected Initiative

### 2.0 Background

In October 2018, Fisheries and Oceans Canada (DFO) and the Canadian Coast Guard (CCG), in collaboration with Inuit Tapiriit Kanatami (ITK) announced a new, stand-alone Fisheries and Oceans/Coast Guard Arctic region to be built in partnership with Indigenous and Northern partners. The new region's transformative vision is intended to better address Northern priorities across DFO and Coast Guard mandates, including fisheries, marine safety, and environmental issues such as climate change impacts on Arctic marine ecosystems. The boundaries of the new Arctic Regions were announced in March, 2021, and include the Yukon North Slope, Northwest Territories, Nunavut, Nunavik, Nunatsiavut and the marine areas of Hudson Bay and James Bay.

On June 1, 2020, the Department transitioned several programs previously delivered by the Central and Arctic Region to report to the Arctic Region. Over the subsequent three years, the remaining programs were transitioned to report to the Arctic Region. Staff currently work from various sites in Nunavut, the Northwest Territories, Ontario and Manitoba. In order to support the Department's transformative vision to work collaboratively with Indigenous and Northern partners, the Arctic Region programs must build bridges to create a sense of belonging, community, and one united team.

In the months following the initial transition of staff to the Arctic Region, a change management and team building initiative called "Staying Connected" was developed for the newly created DFO Arctic Region to support its employees through this time of change and uncertainty. The initiative consisted of virtual team huddles/town halls and the creation of an online platform on Microsoft Teams to:

1. Strengthen collaboration and help the newly-formed Arctic Region effectively deal with the ongoing transformation.
2. Open channels of communication between staff so that new bridges and new alliances emerge, resulting in a sense of a pride, belonging and a united team.
3. Share best practices and tools that would help employees stay well and resilient during this ongoing period of uncertainty.

Due to the success of the Staying Connected Initiative and ever-evolving priorities within the region, along with the ongoing challenges of work in a virtual environment, Fisheries and Oceans Canada Arctic Region now requires a contractor to help identify current and upcoming opportunities to support staff wellness needs; continue the coordination and facilitation of regular team huddles, and provide advice regarding direction and content of the Arctic Region Staying Connected Team/channels on an ongoing basis for the 2024-25 fiscal year and beyond.

### 3.0 Objectives

The following are key objectives for the initiative moving forward:

1. Strengthen connections, collaboration and facilitate open communication between staff to foster a sense of a pride and belonging and promote diversity within a united team.
2. Share best practices and tools that will help employees stay well and resilient during this ongoing period of transition.



3. Identify current and upcoming needs moving forward to ensure the initiative remains relevant and useful to regional staff in the long term.

#### **4.0 Scope of Work**

The contractor will work closely with, and take direction from, a region-wide committee of employee representatives (the Staying Connected Team) dedicated to team building and wellness. The committee will guide and inform the contractor as it provides design; research; analysis; planning; consultation; communications; coordination; creative; logistics; technical; and, facilitation services to deliver a timely and effective set of virtual change management, positive connection and wellness activities. The contractor will solely responsible for developing and delivering the virtual activities.

While a phased return to facilities may continue during the contract period, many Arctic Region employees may continue to work remotely. The contractor will be providing services to a group that is geographically dispersed and where, traditionally, much of the work would have been undertaken in government offices.

The contractor will be required to monitor the success of both the virtual team huddles/town halls and MSTeams channels, and conduct pulse checks as needed (e.g., surveys, interviews and/or other method as deemed appropriate for the region) to ensure that the content and direction of the initiative remains relevant and useful to staff. The timing and nature of pulse checks will be decided upon through discussion with the Staying Connected Team, and are anticipated to occur twice per year.

The contractor will be responsible for coordinating and facilitating monthly virtual gatherings open to all staff in the Arctic Region, with an option for more or less gatherings as needed. These gatherings will be one hour in length and timing will depend on the time of year and needs of the group. Currently, huddles are scheduled on the fourth Thursday of every month. Content will be delivered with the recognition that northern staff and the communities in which they work face unique challenges, and must be sensitive to such challenges.

Design, preparation, planning and facilitation/moderation will include the following:

- Prior consultation with the Staying Connected Team during weekly (or as needed) calls to propose, discuss and receive approval of huddle themes and content and make adjustments as required;
- Sourcing and coaching/pre-briefing of the presenters/guests<sup>1</sup>; and
- Coordination with staff responsible for logistics and technical requirements.

A key feature of this initiative is the ability to obtain continuous feedback on the initiative and harvest ideas to sustain positive momentum, and will allow the team to address the challenges that staff may be facing in a timely and effective manner.

#### **6.0 Client Responsibilities**

- DFO shall provide the contractor with any additional information that may be required to complete the proposed tasks;
  - DFO shall provide volunteers from the Arctic Region Staying Connected Committee to provide direction, ideas, and internal DFO contacts for huddles as needed; and,
  - DFO will schedule calls with the contractor as necessary and will advise the contractor of changes to huddle timing as soon as possible, recognizing the possibility of last-minute changes on occasion
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## 7.0 Contractor Responsibilities

The contractor shall be responsible for the following:

- Provide unique, relevant and innovative ideas and guest speakers for monthly huddles;
- Develop, coordinate and deliver engaging and interesting huddles with direction from the Staying Connected Committee;
- Ensure that huddles and other obligations related to the Initiative are delivered at the agreed-upon quality level and within the agreed-upon timeframe;
- Support the Arctic Region by facilitating staff connection and engagement through this period of transition and adaptation;
- Ensure that Arctic Region staff are provided with support and resources to strengthen collaboration and connection, help the newly-formed region effectively deal with its ongoing transition, and stay well and resilient;
- Ensure that any expert speakers, sub-contractors or guests restrict their materials to within their scope of practice;
- Ensure that guest speakers, including DFO staff, are prepared and well supported; Ensure that the Initiative considers the unique challenges and issues associated with the entire Arctic Region and ongoing work towards reconciliation with Indigenous Peoples in Canada;
- Ensure that any virtual sessions, facilitated team rooms, and materials adhere to DFO's use of electronic networks policy and any laws of Canada.

## 8.0 Deliverables

Deliverables are as follows:

<b>2024-25 Deliverables Contract Award to March 31, 2025</b>	
1	Design, facilitation, coordination and moderation of one-hour monthly (or as needed) virtual general assemblies (up to 12 sessions). Includes one-hour weekly (or as needed) planning calls with the Staying Connected Team.
2	Monitoring of the MS Teams virtual platform and facilitation as necessary, providing advice on channel structure/design and content to the Staying Connected Team.
3	Pulse checks and reporting to Management and Staying Connected Team. May include one or more presentations to executive-level management committees or other Regional DFO staff (as needed).
<b>2025-26 Deliverables April 1, 2025 to March 31, 2026 (Optional)</b>	
1	Design, facilitation, coordination and moderation of one-hour monthly (or as needed) virtual general assemblies (up to 12 sessions). Includes one-hour weekly (or as needed) planning calls with the Staying Connected Team.
2	Monitoring of the MS Teams virtual platform and facilitation as necessary, providing advice on channel structure/design and content to the Staying Connected Team.
3	Pulse checks and reporting to Management and Staying Connected Team. May include one or more presentations to executive-level management committees or other regional DFO staff (as needed).



2026-27 Deliverables April 1, 2026 to March 31, 2027 (Optional)	
1	Design, facilitation, coordination and moderation of one-hour monthly (or as needed) virtual general assemblies (up to 12 sessions). Includes one-hour weekly (or as needed) planning calls with the Staying Connected Team.
2	Monitoring of the MS Teams virtual platform and facilitation as necessary, providing advice on channel structure/design and content to the Staying Connected Team.
3	Pulse checks and reporting to Management and Staying Connected Team. May include one or more presentations to executive-level management committees or other regional DFO staff (as needed).

### 9.0 Language of Work

The Contractor must be fluent in English at the advanced level (as defined in the table below) in written, oral and comprehension.

Language Proficiency Grid			
Level	Oral	Comprehension	Written
<b>Basic</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>ask and answer simple questions;</li> <li>give simple instructions; and,</li> <li>give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>fully understand very simple texts; grasp the main idea of texts about familiar topics; and,</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>sustain a conversation on concrete topics; report on action taken;</li> <li>give straightforward instructions to employees; and,</li> <li>provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and,</li> <li>distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>



<b>Advanced</b>	A person speaking at this level can: <ul style="list-style-type: none"><li>• support opinions, and understand and express hypothetical and conditioned ideas.</li></ul>	A person reading at this level can: <ul style="list-style-type: none"><li>• understand most complicated details, inferences and fine points of meaning; and,</li><li>• have a good comprehension of specialized or less familiar material.</li></ul>	A person writing at this level can: <ul style="list-style-type: none"><li>• write texts where ideas are developed and presented in a coherent manner.</li></ul>
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**ANNEX B, BASIS OF PAYMENT**

To be updated at contract award