

**Aboriginal Healing and Wellness Strategy**  
**Request for Proposals**  
**For**  
**Process Evaluation**

Issued: January 7, 2008

Proposal Submission Deadline: January 31, 2008 12:00 p.m.

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## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

This Request for Proposal ("RFP") is an invitation to prospective bidders to submit proposals as sole consultants, research teams and/or consortiums for the provision of a process evaluation, as further described in Part 3 - The Deliverables ("the Deliverables"). This RFP is issued by the Ministry of Community and Social Services ("the Ministry"), on behalf of the Joint Management Committee of the Aboriginal Healing and Wellness Strategy.

### **1.2 Type of Contract For Deliverables**

The selected proponent will be required to enter into an Agreement with the Ministry and/or an AHWS Aboriginal Partner, on behalf of the Joint Management Committee (JMC) of the Aboriginal Healing and Wellness Strategy, for the provision of the Deliverables in the form described in Section 3 of this RFP. The term of the Agreement is to be for a period of up to six (6) months, commencing upon the execution of the Agreement. It is anticipated that the Agreement will be executed on or around February 15, 2007.

### **1.3 No Guarantee of Volume of Work or Exclusivity of Contract**

The Ministry/AHWS makes no guarantee of the value or volume of work to be assigned to the successful bidder.

### **1.4 Definitions**

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement.

**“Aboriginal Healing and Wellness Strategy / AHWS”** is a partnership between provincial government Ministries and Aboriginal provincial/territorial organizations and Independent First Nations to deliver culturally-appropriate and community based initiatives (AHWS-funded programs/projects) that address the family healing and health concerns of First Nations and Aboriginal communities, as approved by the signatories to the AHWS agreement, Phase III.

**“Aboriginal Healing and Wellness Strategy/AHWS Governance”** includes the following:

*Objective:*

The objective of the Joint Management Committee (JMC) is to oversee the implementation and management of the Aboriginal Healing and Wellness Strategy (AHWS) by addressing the immediate and Long-Term strategic issues, priorities, resources and directions of the Strategy.

*Principles:*

The JMC will operate within the following principles:

- Initiatives within the Strategy will be wholistic, integrated, coordinated, and comprehensive while maintaining a community focus.
- The Aboriginal Family Healing Strategy and the Aboriginal Health Policy will each be given fair and equitable consideration when community priorities are being addressed.
- Every effort will be made to make decisions on a consensus basis.
- There will be respect for views and opinions put forward.
- Implementation of the Strategy will be flexible and will recognize culturally and geographically diverse needs and priorities.
- Aboriginal communities' priorities and initiatives will be respected.
- Local autonomy will be respected in all stages of implementation of the Strategy.
- Participants will honour their commitment to help ensure successful outcomes.

## RFP for AHWS Process Evaluation

- Participants will adhere to Conflict of Interest Guidelines and JMC Code of Ethics.
- The greatest portion possible of the funding available will flow to communities for programs and services.
- Aboriginal communities and organizations shall continue, without prejudice to have opportunities to access mainstream government programs and services.
- The JMC will function within the constitutional and legislative authority of the Province.

The JMC will have the following roles and responsibilities:

### *Implementation:*

- Oversee the implementation and management of the AHWS.
- Ensure that the Strategy is implemented and managed in an efficient and effective manner through planning and coordination.
- Identify and manage emerging priorities for action and implement a plan based on the community priorities identified in the Aboriginal Family Healing Strategy and the Aboriginal Health Policy.
- Develop and implement processes for allocating funding under the Strategy based on community capacity, readiness and existing resources.
- Identify and/or develop linkages at the local, provincial or federal level to support the implementation of the Aboriginal Family Healing Strategy and the Aboriginal Health Policy.
- Support a culturally appropriate network of Aboriginal healing and health programs and services.
- Implement a dispute resolution process for disputes between participants in the Strategy and between those participants and other parties.
- Develop accountability frameworks to ensure program and financial accountability.

### *Operation:*

- Disseminate information and communication on the implementation and performance of the AHWS to Aboriginal communities, government and the public.
- Promote and support the development and implementation of Aboriginal community systems in the context of the AHWS.
- Identify ways to better coordinate existing approaches.
- Establish, implement and ensure adherence to Conflict of Interest policy and a code of ethics.
- Receive reports from the participating organizations and provide an annual report to the province and the Aboriginal leadership on funds spent, programs funded by organization and location, services delivered, results achieved and the number of jobs created by the Strategy.
- Identify policy and program issues and recommend appropriate action to the provincial government and to the Aboriginal leadership.
- Recommend and implement approaches for planning and implementing the phased transfer of control over relevant programs and services to Aboriginal communities.
- Design and manage the AHWS longitudinal evaluation process and any other reviews or evaluations as agreed to by the Parties.

In addition, the government representatives on the JMC will have responsibility to:

- Identify processes within the government to facilitate the successful implementation of the AHWS.

AHWS Governance at the project level includes those guidelines developed and encouraged by the Specialized Projects Committee, a sub-committee of the Joint Management Committee.

**“Aboriginal Healing and Wellness Strategy/AHWS Mandate” includes the following:**

***Support Family Healing***

Involves both immediate and long-term strategies to support healing of Aboriginal individuals (both abused and abusers), families and communities, to reduce the level of violence experienced and to re-build healthy relationships.

- See section 2.3 (B) for an expanded definition.

***Improve Aboriginal Health***

Involves improved access to health services and overall health status.

- See section 2.3 (B) for an expanded definition.

***Community Development and Integration***

The facilitation of community development and integration of programs and services occurs within the context of respecting Aboriginal autonomy and strengthening Aboriginal capacity to rebuild healthy communities by improving access to programs and services. It involves engaging in community development activities.

- See section 2.3 (B) for an expanded definition.

***Promoting Networking***

Establishing and/or strengthening linkages, policies, procedures and effective communication amongst and between programs and services at the community, regional, provincial and federal levels to facilitate change.

- See section 2.3 (B) for an expanded definition.

**“Aboriginal Partner”** is one of the 15 (now 14) Aboriginal provincial organizations/associations or Independent First Nations that are signatories to the Aboriginal Healing and Wellness Strategy Phase III Agreement, effective April 1, 2004. Aboriginal Partners may be delegated to act on behalf of the AHWS Joint Management Committee.

**“Aboriginal people”** is an inclusive term, meaning First Nations, Métis, Non-status and Inuit people residing in Ontario.

**“Agreement”** refers to the agreement that will be executed by the Ministry on behalf of the Joint Management Committee (JMC) of AHWS, the successful bidder and a third party payment agency.

**“Bidder(s)/Proponent(s)”** means the person, firm, individual, team or consortium that has undertaken the proposal process.

**“Conflict of Interest”** has the same meaning as defined by common law policy and/or legislation and in JMC’s Conflict of Interest Policy (Approved Nov. 31-Dec. 1, 2000) which states that, “(a) conflict of interest exists when the personal and/or business interests of an AHWS JMC or Committee Member; her/his family member or business associate; or her/his employer, could influence or be seen to influence the Member’s decisions or impair her/his ability to act fairly, impartially and without bias in a decision being made by the JMC, a JMC Committee or Working Group, or the AHWS office.”

**“Days”** means calendar days and **“days”** has the same meaning.

**“Joint Management Committee (JMC)”** is a committee of the Aboriginal Healing and Wellness Strategy consisting of Ontario government and Aboriginal representatives and is the entity responsible for overseeing the implementation of the Strategy and management of AHWS resources.

**“Ministry”** is the Ministry of Community and Social Services acting on behalf of the Aboriginal Healing and Wellness Joint Management Committee. The Ministry is the administrative host of the AHWS.

**“Per Diem”** shall constitute 7.25 hours of work (minimum per day). The work shall be performed during the business hours (9a.m.- 5 p.m.) unless otherwise specified in the particular assignment.

**“Proposal”** means all documentation submitted by the bidder in response to the Request for Proposal or in respect of the RFP.

**“Research and Evaluation Committee / REC”** means the Research and Evaluation Committee of the Joint Management Committee of AHWS. The REC, is mandated by JMC to oversee and guide research and evaluation activities related to AHWS. The REC has been authorized by the JMC to issue, oversee, manage and make recommendations to the JMC concerning the RFP, and will be involved in the on-going monitoring, review and approval of any contract(s) established to carry out the process evaluation and resulting deliverables.

**“Service Delivery Model”** means the AHWS promotes a culturally appropriate approach to healing and wellness, which incorporates traditional Aboriginal and contemporary approaches while ensuring access to other high quality health services. It is unique in Canada, and has become a source of innovative expertise in Aboriginal healing and health services across North America. AHWS evolved out of a 1992 province-wide consultation in which more than 7,000 people provided input about the need to address family violence, health and well-being among Aboriginal people in Ontario. In December of 1994, the Ontario government created AHWS with the signing of 13 implementation agreements with the major provincial Aboriginal organizations and the Chiefs of the Independent First Nations. Fifteen agreements were signed in 1999 and renewed in 2004 for further five year terms.

The goal of the Aboriginal Healing and Wellness Strategy (AHWS) is to foster improvements in the health and wellbeing of Aboriginal individuals, families, communities and nations through:

- Provision of equitable access to primary health and healing services and programmes, including prevention, treatment and support, that are culturally appropriate and culturally competent;
- Building on the strengths and enhancing the capacities of Aboriginal communities; and,
- Promotion of equitable, violence-free relationships and healthy environments.

A unique collaborative process, the Strategy was developed to address the limitations of existing services and programmes, and to identify and implement culturally appropriate solutions.

The Strategy offers culturally appropriate programs and services that are community designed and delivered:

1. For dealing with immediate and long term issues related to family violence and family healing. This includes education and awareness, facilitating behaviour change, addressing the causes and impacts of violence and providing safe, emergency or short term residence for women and their children seeking safety.

2. To improve Aboriginal health through increased access to primary health care, disease and illness prevention and management, and crisis intervention to respond to high rates of suicide. This includes health promotion, advocacy, use of traditional health remedies and healing methods, Aboriginal health planning, networking, and facilitating community development and integration.

Aboriginal health is wholistic and includes the physical, mental, emotional, spiritual and cultural aspects of life. Through this understanding, a vision of wellness which balances body, mind, emotion and spirit is promoted throughout the healing continuum and across the lifecycle.

“**Supplier**” means the success Proponent(s) and/or Bidder(s) that will be asked to enter into an agreement with Ontario.

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## Part 2 – Background

### 2.1 Aboriginal Healing and Wellness Strategy

Established in 1994, Ontario’s Aboriginal Healing and Wellness Strategy (AHWS) is a governance and service delivery model focused on the improvement of Aboriginal health status and the reduction of family violence.

Administration of the AHWS is governed by a Joint Management Committee (JMC). The JMC is responsible for making decisions and ensuring the implementation and management of the AHWS. The JMC is mandated to oversee and manage implementation of the Strategy by addressing immediate and long-term strategic issues, setting priorities and directions, and allocating and managing the resources of the Strategy. Membership is comprised of a maximum of two representatives designated by each of the following signatory partner organizations:

- Association of Iroquois and Allied Indians (AIAI)
- Grand Council Treaty #3 (GCT #3)
- Independent First Nations (IFN), who represent the following signatories:
  - \* Bkejwanong Territory (Ojibways of Walpole First Nation)
  - \* Chippewas of Nawash First Nation
  - \* Chippewas of Saugeen First Nation
  - \* Mohawks of Akwesasne First Nation
  - \* Shawanaga First Nation
  - \* Six Nations of the Grand River
  - \* Temagami First Nation
- Métis Nation of Ontario (MNO)
- Nishnawbe Aski Nation (NAN)
- Ontario Federation of Indian Friendship Centres (OFIFC)
- Ontario Native Women’s Association (ONWA)
- Union of Ontario Indians (UOI)
- Ministry of Community and Social Services (MCSS)  
(Government Lead/Administrative Host)

- Ministry of Health and Long Term Care (MOHLTC)
- Ontario Women’s Directorate\* (OWD)  
(Ministry of Citizenship and Immigration)
- Ministry of Aboriginal Affairs (MAA)\*\*

\* The OWD has designated one of its two seats to the Ministry of Children and Youth Services (MCYS). Although not a signatory to the AHWS Phase III Agreement, MCYS, provides funding to the Strategy to support the Aboriginal Healthy Babies Healthy Children program.

\*\* The MAA has designated one of its two seats to the Ministry of the Attorney General.

## 2.2 Initial Consultation Process

Prior to the implementation of the AHWS, an extensive consultation process was undertaken with Aboriginal communities. The process produced an overwhelming response, with more than 7,000 Aboriginal people participating. As a result of the consultation, some significant points emerged:

- Family violence is an inter-generational issue, so intervention must focus on all stages of the life cycle. This approach is essential in order to address the healing needs of all people affected directly or indirectly by family violence.
- Aboriginal communities need an approach that can also offer immediate support when a crisis occurs.
- Communities have different needs, resources and capacities to support family healing. As a result, each one must be able to establish its own priorities for accessing the specific support it requires.
- Aboriginal people want to improve health conditions in their communities by increasing the focus on illness prevention, health promotion and education.
- Improving access to Aboriginal-specific health services will also help to improve the quality of health care for Aboriginal people.
- Finally, Aboriginal communities want recognition of their own planning structures, such as health commissions, authorities and boards. In addition, they want a more active role in planning and directing regional health services.

Additionally, AHWS proponents also consulted and sought guidance from a number of Aboriginal Elders and Traditional People regarding the vision and direction of the proposed Strategy.

These consultations informed the design, programming and service priorities for AHWS.

## 2.3 THE FOUNDATIONAL PHILOSOPHY OF THE ABORIGINAL HEALING AND WELLNESS STRATEGY

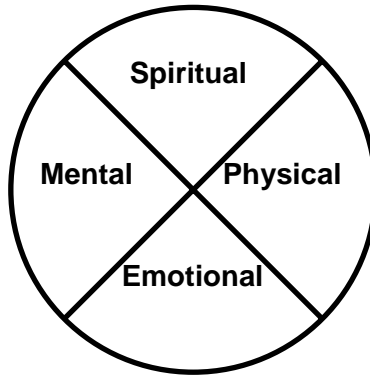
### A. The AHWS Cultural Foundation

The Aboriginal Healing and Wellness Strategy (AHWS) was designed upon a cultural foundation consisting of two complementary Aboriginal cultural paradigms: the *Healing Continuum* and the *Life Cycle* situated within the context of *wholistic health and healing*.

*Wholistic Health and Healing* (see Figure 1) requires that the physical, mental, emotional and spiritual needs of individuals be addressed. It incorporates the distinctive concept that the

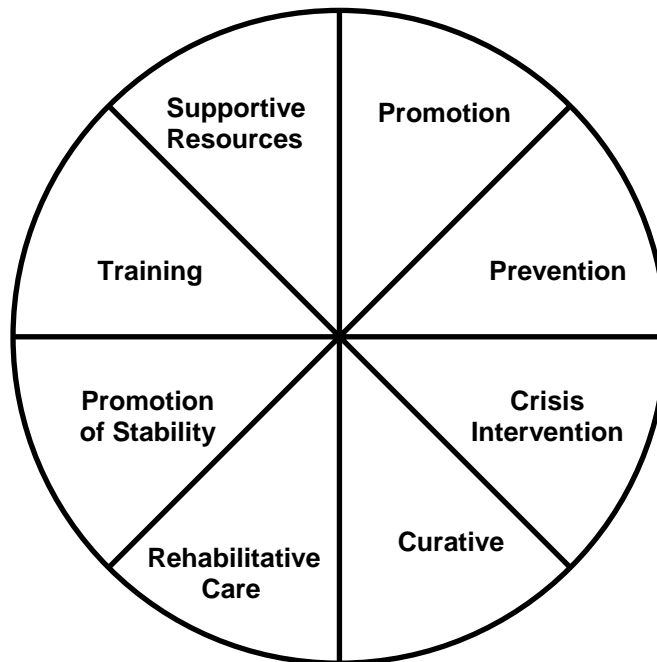


individual, family and community are inseparable and what affects one affects the others. Health and healing requires that the physical, mental, emotional and spiritual needs (wholistic needs) of individuals be addressed to restore balance/harmony within the individual, family and community.



**Figure 1: Wholistic Health and Healing**

**The Healing Continuum** (see Figure 2) represents the integrated continuum of care and supports necessary to address family violence issues and improve Aboriginal health, and covers the full realm of programs for the individual, family and community.



**Figure 2: The Healing Continuum**

*Promotion* incorporates primary prevention strategies aimed at the community as a whole, to raise awareness and shift emphasis from the treatment of ill-health to prevention, and includes the sharing of health information, increasing awareness of health and health determinants, and building social networks to support self-determination and self-reliance.

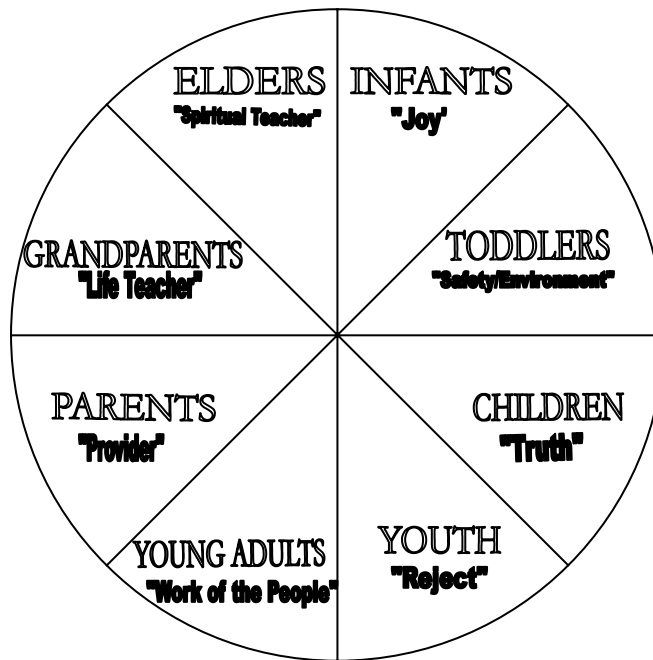
*Prevention* includes both secondary prevention (programs and services aimed at high-risk groups) and tertiary prevention (programs and services directed at those already affected to prevent further deterioration). Such programming includes health education, screening and immunisation and risk reduction.

*Crisis Intervention* involves intervention and provision of support in urgent circumstances. *Curative* encompasses diagnosis, treatment and management strategies to address specific health conditions and healing needs. *Rehabilitation* assists individuals, families to become fully functional and fosters community reintegration following diagnosis and treatment.

*Promotion of stability* occurs when services are networked and resources are coordinated throughout the continuum of healing. *Training* develops the necessary knowledge, skills and attitudes needed to develop, implement, deliver and evaluate effective responses to individuals, families and communities in a coordinated manner. *Supportive resources* fosters appropriate infrastructure for effective programs and services, and encompasses funding and policy approaches, as well as, resource development.

Traditional Aboriginal practices, such as teachings, medicines and ceremonies, are supported and integrated into everyday programs and services.

**The Life Cycle** (Figure 3) incorporates all members of the community<sup>1</sup> at different phases in their lives. Each person has a gift to share and a role to play in the community.



**Figure 3 : The Life Cycle**

The purpose of healing and improving health is to restore life to all members so that they will be able to share their gift and assume/carry out their responsibilities in their families and community.

<sup>1</sup> The diversity of Aboriginal communities, both on-reserve and in urban/rural contexts, is acknowledged and celebrated by AHWS. Aboriginal peoples – First Nations, Inuit and Métis – bring a diverse range of Traditional and contemporary cultural beliefs and practices to AHWS programs and services.

The integration of the Healing Continuum and the Life Cycle ensures that the needs of each person, from infant to elder, are considered in the continuum of care.

## **B. The AHWS Mandate**

Although programs and projects address multiple aspects of the cultural paradigms, the expectation is that the Strategy as a whole, rather than individual programs/projects, will fully implement the teachings to achieve the following four objectives:

1. Improving Aboriginal Health through a number of strategies, including but not limited to: health education, promotion and outreach; disease and illness prevention/management; the provision of primary health care; crisis intervention (to respond to high rates of suicide and violence); and substance/solvent abuse treatment and Healing Lodge services.

This objective also includes mechanisms to improve access to health services by establishing translation services, out-patient medical hostels, health advocacy, and by identifying and working to address legislative, policy and program barriers that affect Aboriginal health.

2. Supporting Family Healing involves both immediate and long-term strategies to support the healing of Aboriginal individuals (both abused and abusers), families and communities to reduce the level of violence experienced and to re-build healthy relationships.

Family healing and the re-building of healthy relationships are addressed through: community awareness; education and the promotion of healthy/balanced traditional roles and relationships; counselling; crisis intervention for women, children and men at risk; and, by addressing the underlying mental/emotional issues that contribute to violence and dysfunction through a variety of healing strategies.

3. In addition, the Strategy seeks to Promote Networking. This involves the establishment and/or strengthening of linkages, policies, procedures and effective communication amongst and between programs and services at the community, regional, provincial and federal levels to facilitate change. Networking also occurs between Aboriginal and non-Aboriginal leadership.

At the service level, networking occurs between communities and amongst Aboriginal and non-Aboriginal service providers, key individuals, formal and informal groups to provide support and learning through the sharing of experiences. Linkages are encouraged to enhance continuity, promote awareness of existing resources through outreach activities and increased accountability. It fosters maximum use of existing resources, increases accountability and may involve the development of formal protocols.

4. The final objective of the Strategy is the Facilitation of Community Development and Integration of programs and services within the context of respecting Aboriginal autonomy and strengthening Aboriginal capacity to rebuild healthy communities to improve access to programs and services.

More specifically, the Strategy involves engaging in community development activities, such as, education and training; joint program planning, development and delivery;

articulating and implementing professional and job-related standards<sup>2</sup> and ethical codes for AHWS workers and programs, including processes to address issues and hold individuals, boards and leadership accountable; and, the creation/improvement of an awareness amongst leadership on how they may be helpful to the healing process.



**Figure 2: AHWS Mandate**

## **2.4 PURPOSE OF THE PROCESS EVALUATION**

Since its inception, an integral part of the Aboriginal Healing and Wellness Strategy Agreement has been the evaluation of the work that is being undertaken through the Strategy.

An AHWS research framework articulated by the Research and Evaluation Committee (REC) identified the need to conduct a process evaluation in year 4 (2007-2008) of the current 5 year term of the Strategy.

The purpose of this research project is to gain a better understanding of the governance model at both the provincial and local levels, activities related community development and integration; and, activities related to promoting networking within the Strategy. The timeframe under examination in this research project is limited to Phase III of the Strategy, with some retrospective analysis. Results from this evaluation will provide useful information on the effectiveness of the governance structures within the Strategy, analysis of the successes and challenges of these models and identification of recommendations for implementation of Phase IV of the Strategy.

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<sup>2</sup> Professional standards are those standards that are mandatory and have been developed to provide for effective and successful fulfilment of program/project requirements. Professional standards also involve the client right to confidentiality unless disclosure is otherwise required by law.

## PART 3- DELIVERABLES

### 3.1 Expectations

The consultant hired will be expected to develop a work-plan detailing their research questions, research methodology, milestones, deliverables, timeframes and associated budget.

The consultant will also be expected to produce a final report, in collaboration with the REC that provides a through analysis and associated recommendations.

Bidders will be asked to detail how they intend to investigate the three broad areas of the Strategy, noted in bold:

- (1) **AHWS governance and service delivery model.** Possible questions may include the following:
  - The JMC model, who are the members, how are they appointed, how has it evolved from the original intention?
  - What are JMC members' views on governance? How well does the existing governance model reflect the JMC members' views?
  - How does the model reflect governance from an Aboriginal perspective?
  - What are the current governance structures, are they still working and are they still relevant?
  - Is the current process suitable for a renewed Phase of the Strategy? What should be changed?
  - How are governance perspectives from urban and rural, Métis and First Nations viewpoints respected? Is there equity within the structure of the JMC? Equity in programs and services available for urban, rural, Métis and First Nations. Equity within decision making processes?
  - It is a unique model?
  
- (2) **Community Development and Integration.** Possible questions may include the following:
  - What does Community Development and Integration mean? What is the outcome of community development (e.g. building healthy communities, promoting self sufficiency, self-determination, enhancing community experiences, teaching knowledge/skills)? What is the outcome of Integration (e.g., program and services working together/supporting one another)? How has it made an impact on building capacity?
  - What are the outputs? How do we define outputs? (e.g., training, planning activities, development of standards, increased awareness).
  - Will the outcomes of Community Development and Integration meet AHWS objectives? (e.g., building healthy communities and establishing a continuum of services that community members can access).
  - How are resources utilized within the various sectors? (human and financial planning vs. operations) Investigating how resources are utilized in northern communities as compared to southern communities, urban and rural.

- What do AHWS-funded projects which relates to Community Development and Integration (including activities that occur as a result of the project/community support fund)?
  - How do successful outcomes build leverage for programs/projects in obtaining more funding both internally and externally?
- (3) **Promoting Networking.** Possible questions may include the following:
- What does Promoting Networking mean? What are the outcomes (e.g., increased access to/knowledge of AHWS-funded health and healing programs)? What is the value of Promoting Networking?
  - What are the strategies around networking?
  - What are the outputs? (e.g., better communication, knowledge of programs and services in a community, better information and referral)?
  - Will the outcomes of Promoting Networking meet AHWS objectives?
  - How is networking of services linked within the various sectors?
  - What networking exists over and above what AHWS requires?
  - How do successful outcomes build leverage for the programs/projects in obtaining more funding internally and externally?

The Bidders' research plans must also take into consideration the four key AHWS research questions where applicable, which are:

- Relationships: What is the effect of AHWS structures and processes on Aboriginal relationships?
- Behaviour: What differences has AHWS programming made? What changes are engendered by AHWS at the client/program levels?
- Vision: Is AHWS meeting its objectives and how?
- Time: Is AHWS addressing needs throughout the lifecycle?

## 3.2 Instructions to Bidders

### Submission of Proposal

The Proponents must include in their proposals:

1. How the proponent(s) will conduct the evaluation and validate an analysis from a culture-based perspective, acknowledging the diversity of the Aboriginal community.
2. A work-plan<sup>3</sup> that includes:
  - The evaluation methodology which details the approach for the Process Evaluation, including a clear description of the proposed evaluation methodology to address the three broad areas of the Strategy and the four questions of the AHWS research framework as identified above.
  - proposed data collection plan and data collection tools to be developed;
  - schedule of data collection & analysis;
  - detailed budget;

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<sup>3</sup> Awarding of the contract to a successful bidder does not constitute acceptance of the proposed content contained within the submitted RFP or work-plan; the REC, under the authority of JMC, reserves the right to edit and revise the work-plan on an on-going basis.

## RFP for AHWS Process Evaluation

- the reporting schedule of interim findings and final reports to the REC which include interim and draft reports, meetings/presentations to the REC;
- final draft report and presentation to REC; to be reviewed, revised and approved by REC;
- a final report which includes:
  - An executive summary which provides an overview of the evaluation's approach, methodology and findings.
  - A review of the study methodology including:
    - Identification of data collected
    - Data collection tool(s)
    - The data collection process
    - Presentation of the Findings
    - Analysis of the Findings
  - Recommendations concerning: future governance of the Strategy either at JMC or the local level; the promotion of networking and facilitation of community development and integration as key components of the Strategy; and
- time-lines for all of the above.

### Time Table for the RFP

The timetable for the RFP is set out below. The Ministry/JMC reserves the right to alter the Timetable, as it may determine in its sole and absolute discretion.

#### TIME TABLE

|                              |  |
|------------------------------|--|
| Issue Date of RFP            | <b>4:00 p.m. EST January 7, 2008</b>   |
| Deadline for Questions       | <b>12:00 p.m. EST January 21, 2008</b> |
| Deadline for Issuing Addenda | <b>12:00 p.m. EST January 24, 2008</b> |
| Closing Date/Time            | <b>12:00 p.m. EST January 31, 2008</b> |

Please note that no questions or contact is to be directed to anyone other than the AHWS Manager. Any unauthorised contact may result in disqualification. The Ministry is under no obligation to provide additional information but may do so at its sole discretion.

### Examination of the RFP

The Proponents shall examine all of the documents comprising this RFP and shall report to the AHWS Manager any errors, omissions or ambiguities as soon as possible and, in any event, at least five (5) days prior to the Closing Date. If necessary and time permits, the AHWS office may issue addenda up to five (5) days before the Closing Date. Bidders shall not take into consideration in preparing their proposals any instructions or information modifying this RFP, unless such instructions or information has been provided by addendum.

It is the responsibility of the bidder to seek clarification from the AHWS Manager on any matter it considers to be unclear. The Ministry shall not be responsible for any misunderstanding on the part of the bidder concerning the RFP or its process.

This RFP may only be amended by an addendum, in accordance with this section. If the Ministry, for any reason, determines that it is necessary to provide additional information relating to this

RFP, such information will be communicated to all proponents by addenda. Each addendum shall form an integral part of this RFP.

Such addenda may contain important information including significant changes to this RFP. Bidders are responsible for obtaining all addenda issued by the Ministry. In the space provided in the Form of Offer, bidders shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer.

Addenda will not be issued after twelve o'clock noon on the fifth Business Day prior to the Closing Date.

#### **Post-Deadline Addenda and Extension of Proposal Submission Deadline**

If there is a need for any addendum to be issued after the Deadline for Issuing Addenda, the Ministry may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

#### **Questions and Answers Prior to the Closing Date**

It is anticipated that Bidders may make requests for additional information during the RFP process. It is the Bidder's responsibility to avail itself of all the necessary information to prepare a response to this RFP.

Bidders shall direct all questions regarding this RFP in **writing or by fax** on or before January 21, 2008 to:

Irvin George, Manager  
Aboriginal Healing and Wellness Strategy  
880 Bay Street, 2<sup>nd</sup> Floor, Toronto, ON M7A 2B6  
Fax: (416) 326-7934

#### **Terms and Conditions**

The Ministry/JMC does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The Ministry/JMC reserves the right to accept any proposal in whole or in part, or to discuss with any contractor, different or additional terms to those envisioned in this RFP or in such bidder's proposal.

This RFP and/or the submission or the proposal in response to the RFP, will not constitute a binding agreement. It will only form the basis for the finalization of the terms upon which the Ministry/JMC and the chosen bidder will enter into the Contract, and does not mean that the Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Bidder's proposal, the Ministry has the right to negotiate with the Bidder and, as part of the process, to negotiate changes, amendments or modifications to the proposal without offering the other bidders the right to amend their proposals.

### **3.3 Submission of Proposals**

The bidder(s) for the RFP will be required to complete and submit the forms found in:

- Appendix A- Form of Offer
- Appendix B- Rate Bid Form
- Appendix C- Tax Compliance Declaration Form
- Appendix D- Reference Form



## RFP for AHWS Process Evaluation

Bidders are also asked to develop a detailed work-plan<sup>4</sup> (which includes a description of the research design and methods to be utilized, the tasks involved, the timeline associated with each task, the proposed reporting schedule and a detailed budget) and as outlined in Appendix E.

It is expected that, the bidders will reflect upon the each of the components and associated Process Evaluation products and standards as outlined in Sections 3.1 and 3.2 above, and incorporate into their proposal a description of how each of these components will be achieved.

Bidders are required on or before the Closing Date to submit one (1) original proposal **and an electronic version (compact disk) of the proposal in Microsoft Word format (or compatible)** in a **sealed package**. Proposals submitted by facsimile or by any other method of telecommunication will not be accepted.

Bidders are to include: all Proposal Forms enclosed with this RFP (Appendix A, B, C & D), completed as required, together with the other documentation outlined in Appendix E in response to the RFP.

*Sealed Proposals:* Proposals are to be sealed and prominently marked **JMC Process Evaluation Aboriginal Healing and Wellness Strategy**, with the proponents full legal name and return address displayed on the face of the proposal package.

### References

The bidders shall include 3 references for relevant service provided within the last three years. Bidders are to include the name of each organization that is to be providing the reference, the name and telephone number of the contact person within each organization, and a brief description of the types of services provided to such organization. (See Appendix D).

### Experience and Qualifications

Each bidder must describe its firm's experience and qualifications in performing the distinct components of the study. If applicable, the relevant qualifications and expertise of senior individuals (e.g. partners and senior managers) being proposed to perform the services should be included.

Evaluation of proposals includes some consideration of the members of the research team and their experience. Changes made to the agreed upon work-plan of the successful bidder, specifically changes involving lead responsibility for specific components of the research will require REC notification.

### Pricing Instructions

Bidders shall complete the Rate Bid Form included in Appendix A, which provides for hourly and per diem rates in Canadian Funds, excluding Goods and Services Tax.

Bidders must include the maximum hourly and per diem rates for junior staff, intermediate staff, manager, senior manager and partner (as applicable). **Unless otherwise indicated in the proposal, these rates will remain in effect for the duration of the contract.**

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<sup>4</sup> Awarding of the contract to a successful bidder does not constitute acceptance of the total proposed content contained within the submitted RFP or work-plan; the REC under the authority of JMC reserves the right to edit and revise the work plan on an on-going basis.

To accommodate planning, please provide an indication of availability/period of unavailability of staff during various times of the year and across the province.

All rates for the Bidders are to be inclusive of all labour and materials and overhead insurance. Travel expenses applicable to a particular assignment would be paid at prevailing Government of Ontario rates and should be estimated in the Contractor's response.

In addition, the contractor shall include a detailed budget including a cost breakdown for each component of the study.

### **Costs**

Up to a total of \$50,000 (including G.S.T.) may be made available.

### **3.4 Qualifications of the Research Team**

The Joint Management Committee of the Aboriginal Healing and Wellness Strategy has directed that the Principal Investigator(s) for the Process Evaluation must be of **Aboriginal Ancestry** – First Nation, Métis, Inuit or non-status Indian.

Proposals are sought from selected bidders familiar with the social and cultural context of Aboriginal people and communities, as well as regional and geographical context of program delivery.

The successful bidder will be expected to:

- (a) possess and demonstrate in-depth Aboriginal cultural competence.
- (b) demonstrate knowledge and understanding of evaluation frameworks, including process and impact evaluations, in the field of Aboriginal health and social services.
- (c) demonstrate experience in evaluation research.
- (d) demonstrate an ability to interpret research within a cultural framework.
- (e) demonstrate understanding of and experience in working with Elders, Committees and Aboriginal advisory groups.
- (f) possess knowledge of Aboriginal health and family violence issues.
- (g) possess knowledge of the objectives of the Aboriginal Healing and Wellness Strategy.

### **3.5 Ownership and Publication of Indigenous Knowledge Provisions**

There are two Joint Management Committee policies related to publication: Publication Policy (1996) and the Policy on Research, Publication and Respectful Treatment of Indigenous Knowledge (2001).

**There will be well-defined contract provisions/restrictions established with the successful bidder(s) with regard to ownership and publication.**

Copyright in, and all information and material (called "Intellectual Property Rights") which is acquired by or prepared by the bidder(s) remains the sole property of Ontario on behalf of the "Joint Management Committee".

### **3.6 Intellectual Property**

#### **Ministry/JMC Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Ministry/JMC to the Supplier shall remain the sole property of Her Majesty the Queen in right of Ontario, on behalf of the Aboriginal Healing and Wellness Strategy, at all times.

#### **No Use of Ontario Government/AHWS Insignia**

The Supplier shall not use any insignia or logo of Her Majesty the Queen in right of Ontario or the Aboriginal Healing and Wellness Strategy except where required to provide the Deliverables, and only if it has received the prior written permission of the Ministry/Aboriginal Healing and Wellness Strategy to do so.

#### **Ownership of Intellectual Property**

The Ministry (on behalf of the Joint Management Committee of the Aboriginal Healing & Wellness Strategy) shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the Ministry and the Ministry accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the Ministry a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the Ministry. The Supplier shall provide the Deliverables to the Ministry: (a) at the point of completion of its obligations under the Contract; or (b) upon termination of the Agreement; or (c) at any time upon the request of the Ministry.

#### **Presumption Governing Ownership**

The presumption governing the Contract shall be that the Ministry (on behalf of the Joint Management Committee) shall be the sole owner of any Intellectual Property in any form contained in any of the Deliverables. If the Supplier's Intellectual Property forms any part of the Deliverables, the Supplier shall notify the Ministry as such prior to the delivery of the particular Deliverable containing any such Supplier Intellectual Property. In the absence of any such notice the presumption shall remain that the Ministry is the sole owner of any Intellectual Property contained in the Deliverables.

#### **Supplier's Grant of Licence**

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Ministry/AHWS JMC, including each Client, a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up right and licence: (a) to use, execute, display, distribute (internally and to other Clients), perform and reproduce, in any form, copies of those Deliverables and to practice and have practised any process or method (or both) associated with such Deliverables; and (b) to use, execute, make, have made, have used, display, distribute (internally and to other Clients), perform, reproduce and prepare, in any form, Derivative Work based on those Deliverables and to practise and have practised any process or method (or both) associated with such Derivative Work; and (c) authorize other Persons including agents, contractors or sub-contractors to do any of the former on behalf of the Ministry or a Client.

**No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Ministry/AHWS JMC or of any Client to modify, further develop or otherwise use the Deliverables in any way that the Ministry or the Client deems necessary, or that would prevent the Ministry/AHWS JMC or any Client from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

**Supplier Representation and Warranty Regarding Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

**Moral Rights**

The Supplier shall obtain waivers of all rights of integrity and any other moral rights in relation to the Deliverables from its employees, volunteers, agents and subcontractors and from any other party in the position to assert such rights in relation to any of the Deliverables, which waivers may be invoked without restriction by any person authorized by the Ministry/AHWS JMC to use the Deliverables.

**Copyright Notice**

The Supplier shall place a copyright notice on all recorded Deliverables it provides to the Ministry under the Contract in the following form:

**“© *Aboriginal Healing and Wellness Strategy*, [insert year of publication].”**

**Further Assurances Regarding Copyright**

At the request of the Ministry/AHWS JMC, at any time or from time to time, the Supplier shall execute and agrees to cause anyone in the position to assert rights of integrity or any other moral right (including its employees, volunteers, agents and subcontractors) to execute a written assignment of copyright and waiver of moral rights in the applicable Deliverable to the Ministry in the forms set out in Schedule 2. The Supplier shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Supplier will obtain or execute any other document reasonably required by the Ministry/AHWS JMC to protect the Intellectual Property of the Ministry/AHWS JMC.

**Ministry/AHWS JMC May Prescribe Further Compliance**

The Ministry reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article.

**Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

It is expected that all raw data, reports and any other information and materials produced by the Suppliers/and or given to the Supplier(s) will remain confidential and be transferred back to the AHWS office upon completion of the study/ terms of the contract.

All client identifying information is to remain coded and kept separately from the data collected. It is however an expectation that the key/code will also be transferred to the AHWS office where it will remain separate and confidential.

### **3.7 Project Management**

The Joint Management Committee of the Aboriginal Healing and Wellness Strategy has overall responsibility for this project. The proponent, however, will work closely with the advice, guidance and support of the REC and Manager and/or designated staff of the Aboriginal Healing and Wellness Strategy Office, on behalf of JMC. The REC is composed of representatives from the government and Aboriginal caucus of the JMC as well as representatives from AHWS funded projects.

The successful bidder will take direction from the Manager of the AHWS office or his designate.

### **3.8 Resources**

The following resources may assist with the development of this proposal:

- AHWS operational chart
- A description of AHWS funded projects/programs
- AHWS office staff contacts
- JMC contacts
- JMC approved minutes
- Access to relevant research and evaluation reports produced by the Aboriginal Healing and Wellness Strategy and its contracted consultants
- Access to annual submissions, participant count, client count, Client Based Questionnaires (CBQs) and quarterly reports related to activities that promote networking and community development and integration
- Organizational Review of the Aboriginal Healing and Wellness Strategy, Final Report, Cathexis Consulting Inc., November 21, 2006.
- Any other JMC reports/documents that may be available, as requested.
- Consolidated Agreement, effective April 1, 2004, as amended April 1, 2005. Aboriginal Healing and Wellness Strategy, Phase III.

## **PART 4 - EVALUATION OF PROPOSALS**

### **4.1 Stages of Proposal Evaluation**

The REC will conduct the evaluation of proposals in the following three (3) stages:

#### **Stage I**

Will consist of a review to determine which proposals comply with all of the Mandatory Requirements. Proposals, which do not comply with all of the Mandatory Requirements, may, subject to the reserved rights of the Ministry, be disqualified and not evaluated further.

#### **Stage II**

Will consist of a scoring by representatives of the REC of each qualified proposal on the basis of the Rated Criteria.

### **Stage III**

Will consist of a review of the pricing submitted on the rate bid form. No formal evaluation or weighting of this price/cost shall be undertaken after the evaluation of mandatory requirements and rated requirements have been completed. The cost of services is an important consideration. If, in the opinion of the REC evaluation team, the rates quoted by any bidder are considered excessive and unreasonable, when compared to rates offered by other bidders for the same or similar services, that bidder may be excluded from consideration even though the other submission requirements may have been met.

#### **At the conclusion of Stage III,**

All scores from Stage II will be calculated and subject to satisfactory rate bids and reference checks and the express and implied reserved rights of the Ministry, the highest scoring bidder will be offered the contract.

## **4.2 Stage I - Mandatory Requirements**

### **Form of Offer (Appendix A)**

Each proposal must include a Form of Offer (Appendix A) completed and signed by the proponent.

#### **(a) Conflict of Interest**

In addition to the other information and representations made by each bidder in the Form of Offer, each bidder must declare whether it has an actual or potential Conflict of Interest.

If, at the sole and absolute discretion of the Ministry, the bidder is found to be in a Conflict of Interest, the Ministry may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the proponent.

The bidder, by submitting the proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the proposal or performance of the contemplated contract other than those disclosed in the Form of Offer. Where the Ministry discovers a bidder's failure to disclose all actual or potential Conflicts of Interest, the Ministry may disqualify the bidder or terminate any contract awarded to that bidder pursuant to this procurement process.

#### **(b) General**

The Ministry, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a proponent in the event that the Ministry, in its sole discretion, determines that the proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a proponent may not make any changes to the Form of Offer or qualify in its proposal the acknowledgements contained in the Form of Offer. Proposals containing any such qualifications, whether on the face of the Form of Offer or elsewhere in a proposal, may be disqualified. In instances where the proposal is not disqualified notwithstanding a discrepancy or inconsistency between the Form of Offer and a proponent's proposal, the Form of Offer will prevail.

**Rate Bid Form (Appendix B)**

Each proponent must include this form completed according to the instructions contained in the form as well as those instructions set out below:

- (a) rates shall be provided in Canadian Funds, inclusive of all applicable duties and taxes (with PST itemized separately) and excluding Goods and Services Tax (the Deliverables are required for the use of the Crown in right of Ontario and are therefore not subject to the federal Goods and Services Tax);
- (b) rates quoted by the bidder shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.

**Tax Compliance Declaration Form (Appendix C)**

The Ontario Government expects all Proponents to pay their provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the Ontario Government will require a declaration from the successful bidder that the bidder's provincial taxes are in good standing.

Each bidder must include a Tax Compliance Declaration Form, completed by the bidder according to the instructions contained in that form.

The Ministry will forward to the Ministry of Finance a copy of the selected proponent's signed Tax Compliance Declaration Form for verification. By signing this form, the proponent is consenting to the release of such information from the Ministry to the Ministry of Finance and from the Ministry of Finance to the Ministry for this purpose.

Proponents may direct enquiries regarding the Tax Compliance Declaration Form to the Ministry Contact.

**Reference Form (Appendix D)**

Each proposal must include a Reference Form completed by the bidder according to the instructions contained in that form. The references should be from persons for whom the bidder has successfully provided similar goods and services to those described under the Components of and Deliverables of the Process Evaluation, within the past 3 years. The name and telephone number of a contact person for each reference and a brief outline of the nature of the goods and services provided should be included.

The Ministry, in its sole discretion, may confirm the bidder's experience and/or ability to provide the Deliverables required and described in its proposal by checking the bidder's references.

**4.3 Stage II – Evaluation of Rated Criteria**

**Rated Criteria**

The following is an overview of the categories for the Rated Criteria of the RFP:

- (a) Company/Team Profile 10 POINTS
- (b) Infrastructure 10 POINTS
- (c) Experience and Qualifications for Proposed Personnel 25 POINTS

## RFP for AHWS Process Evaluation

|                            |                               |                          |
|----------------------------|-------------------------------|--------------------------|
| (d)                        | Methodology & Research Design | 40POINTS                 |
| (e)                        | Budget/Cost Efficiency        | 10 POINTS                |
| (f)                        | Overall Quality of Proposal   | 5 POINTS                 |
| <b><u>TOTAL POINTS</u></b> |                               | <b><u>100 POINTS</u></b> |

### A. Company Profile

1. *Background (2 points)*

The company/team must have specialized in evaluation research, including process and impact evaluations. The bidder must indicate how long it has been engaging in evaluation research.

2. *Experience (5 points)*

The company/team must have completed other similar work in the fields of Aboriginal health or social services.

3. *References (3 points)*

The company/team must provide references from previous projects relevant to the various elements contained within the evaluation. The company/team must have a proven track record in conducting evaluations in Aboriginal health and healing related fields in the last three years.

### B. Infrastructure

1. *Research capability (2 points)*

The company/team must have the appropriate research support to fully address the requirements to carry out all aspects of the evaluation.

2. *Quality Control (3 points)*

The company/team must have a system to ensure quality control (materials are relevant to the objectives and proposed products).

3. *Communication (5 points)*

The company/team must be able to communicate effectively and appropriately with the stakeholders involved, including clients, the AHWS office, REC and JMC.

### C. Research Team Profile

1. *Research Team (12 points)*

The Research Team must be lead by a Principal Aboriginal Investigator (see section 3.4) with knowledge and experience in Aboriginal community. The senior investigators should possess as a minimum, a university degree at the Masters level in a relevant field of study or demonstrably equivalent knowledge. In addition, senior team members must have extensive experience in Aboriginal healing and health issues, and awareness of Aboriginal community issues as well as knowledge and experience in Aboriginal community. The proposal must identify all members of the research team and provide detailed CV's.

2. *Subject Knowledge (8 points)*

The research team must be knowledgeable in matters related to Aboriginal health, healing and family violence issues.

3. *Experience (5 points)*



The Principal/senior investigators must possess the necessary experience to successfully complete assignments.

#### **D. Methodology and Research Design**

1. *Work-Plan (25 points)*

The research plan must be consistent with the terms of the RFP and clearly outline the methodology to be undertaken to achieve the outlined objectives, activities, tasks within a specified timeline.

2. *Assessment of Approach (5 points)*

The work demonstrates a logical understanding of the tasks involved in the study.

3. *Approach (10 points)*

The proposal demonstrates:

- an understanding of the AHWS mandate;
- an understanding of the objectives of the process evaluation;
- feasibility of the research design;
- effective reporting and communication; and,
- an approach that is respectful of and consistent with the AHWS Publication Policy (1996) and the Policy on Research, Publication and Respectful Treatment of Indigenous Knowledge (2001).

#### **E. Budget/Cost-Efficiency**

The proposal demonstrates a cost-efficient budget given the consulting fees and other costs and the estimate of the number of days needed to complete the proposed activities. (10 Points).

#### **F. Quality of the Proposal**

*Clarity, Organization and Logic (5 points)*

The proposal must be clear and easily understood and the materials professionally produced, concise, well organized and complete.

#### **4.4 Stage III- Review of Price Bid**

Will consist of a review of the pricing submitted on the rate bid form.

Quality of the proposal is most important however, price is also a consideration, although not weighted in the selection of successful bidder.

If, in the opinion of the evaluation team, the rates quoted by any bidder are considered excessive and unreasonable, when compared to rates offered by other bidders for the same or similar services, that bidder may be excluded from consideration even though the other submission requirements may have been met.

#### **4.5 Selection of Preferred Proponent**

After Stage III is complete, the bidder who scored the highest will be selected to enter into an Agreement in accordance with Part 5.

## **5 PART 5 - TERMS AND CONDITIONS OF THE RFP PROCESS**

### **5.1 General Information and Instructions**

The timetable for the RFP is as outlined below.

The following is the schedule for this RFP:

- Issue Date of RFP **4:00 p.m. EST January 7, 2008**
- Proponent's Deadline for Questions **12:00 p.m. EST January 21, 2008**
- Deadline for Issuing Addenda **12:00 p.m. EST January 24, 2008**
- Proposal Submission Deadline **12:00 p.m. EST January 31, 2008**
- Period for Which Proposals are Irrevocable  
after Proposal Submission Deadline [60 days]

At any time prior to the Proposal Submission Deadline, the RFP timetable is tentative only and may be changed by the Ministry/JMC in its sole discretion.

#### **Bidders to Follow Instructions**

Bidders should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

#### **Ministry's/JMC's Information in RFP Only an Estimate**

The Ministry/JMC and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general size of the work.

It is the bidder's responsibility to avail itself of all the necessary information to prepare a proposal in response to this RFP.

#### **Bidders Shall Bear Their Own Costs**

The bidders shall bear all costs associated with or incurred in the preparation and presentation of its proposal including, if applicable, costs incurred for interviews or demonstrations.

### **5.2 Submission of Proposals**

#### **Proposals Submitted Only in Prescribed Manner**

Proposals must be submitted by the following method:

- (a) A proponent must submit one (1) original copy (prominently marked "Original Copy") and one (1) electronic copy (compact disc). On the outside of the sealed package proposals

are to be prominently marked with the RFP title “**JMC Process Evaluation Proposal, Aboriginal Healing and Wellness Strategy**” with the full legal name and return address of the bidder, and with the Proposal Submission Deadline date and time.

- (b) Proposals must be submitted in a **sealed envelope, marked “CONFIDENTIAL”** to the following address and to the attention of the following person:

**Aboriginal Healing and Wellness Strategy  
880 Bay Street, 2<sup>nd</sup> floor  
Toronto, ON M7A 2B6**

**Attention: Irvin George, AHWS Manager**

Proposals submitted in any other manner will be disqualified.

### **Proposals Must Be Submitted On Time at Prescribed Location**

Proposals must be submitted at the location set out above on or before the Proposal Submission Deadline. Proposals submitted after this point in time will be deemed late, disqualified and returned to the bidder. For the purpose of calculating time, the Ministry clock at the prescribed location for submission shall govern.

### **Amending or Withdrawing Proposals Prior to Proposal Submission Deadline**

At any time prior to the Proposal Submission Deadline, a bidder may amend or withdraw a submitted proposal. The right of proponents to amend or withdraw includes amendments or withdrawals wholly initiated by proponents and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the proposal the amendment is intending to replace.

Any amendment or notice of withdrawal must be submitted in the same manner as prescribed in this RFP for the submission of proposals. Any amendment or notice of withdrawal submitted by any other method will not be accepted.

### **Proposal Irrevocable after Proposal Submission Deadline**

Proposals shall remain irrevocable in the form submitted by the proponent for a period of sixty (60) days running from the moment that the Proposal Submission Deadline has lapsed.

### **Ministry/JMC May Seek Clarification and Incorporate Response into Proposal**

The Ministry/JMC reserves the right to seek clarification and supplementary information relating to the clarification from bidders after the Proposal Submission Deadline. The response received by the Ministry from a bidder shall, if accepted by the Ministry, form an integral part of that proponent's proposal. The Ministry reserves the right to interview any or all bidders to obtain information about or clarification of their proposals. In the event that the Ministry receives information at any stage of the evaluation process which results in earlier information provided by the bidder being deemed by the Ministry to be inaccurate, incomplete or misleading, the Ministry reserves the right to revisit the proponents' compliance with the Mandatory Requirements and/or adjust the scoring of Rated Criteria.

### **RFP Incorporated into Proposal**

All of the provisions of this RFP are deemed to be accepted by each bidder and incorporated into each bidder's proposal.

### **No Incorporation by Reference by Bidder**

The entire content of the bidder's proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the bidder's proposal will not be considered to form part of its proposal.

### **Proposal Property of the Ministry/JMC**

Except where expressly set out to the contrary in this RFP or in the bidder's proposal, the proposal and any accompanying documentation submitted by a bidder shall become the property of the Ministry and shall not be returned.

## **5.3 Execution Of Agreement, Notification And Debriefing**

### **Selection of Successful Bidder**

The Ministry/JMC anticipates that the Joint Management Committee will select one bidder within thirty (30) days of the Proposal Submission Deadline. Notice of selection by the Ministry/JMC to the selected bidder will be in writing. The selected bidder shall execute the Agreement within fifteen (15) days of notice of selection. This provision is solely to the benefit of the Ministry/JMC and may be waived by the Ministry/JMC at its sole discretion.

### **Failure to Enter Into Agreement**

In addition to all of the Ministry's/JMC's other remedies, if a selected bidder fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Ministry may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that bidder and proceed with the selection of another bidder.

### **Notification to Other Proponents of Outcome of Procurement Process**

Once the successful bidder and the Ministry/JMC execute an Agreement, the other bidders will be notified by the AHWS Office in writing of the outcome of the procurement process and the award of the Contract to the successful bidder.

### **Debriefing**

Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the identified Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the bidder in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

## **5.4 Confidential Information and FIPPA**

### **Confidential Information of Ministry/JMC**

All information provided by or obtained from the Ministry/JMC in any form in connection with this RFP either before and after the issuance of this RFP

- (a) is the sole property of the Ministry/JMC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from the Ministry; and
- (d) shall be returned by the bidders to the Ministry/JMC immediately upon the request of the Ministry/JMC.

### **Freedom of Information and Protection of Privacy Act**

Information provided by a bidder may be released in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended. A bidder should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Ministry. The confidentiality of such information will be maintained by the Ministry, except where an order by the Information and Privacy Commission or a court requires the Ministry to do otherwise. Bidders are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the Ministry's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

## **5.5 Reserved Rights and Governing Law**

### **Reserved Rights of the Ministry/JMC**

The Ministry/JMC reserves the right to:

- (a) make public the names of any or all bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's proposal;
- (c) adjust a bidder's scoring or reject a bidder's proposal on the basis of
  - i. a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - ii. information provided by references;
  - iii. the proponent's past performance on previous contracts awarded by the Government of Ontario ;
  - iv. the information provided by a proponent pursuant to the Ministry exercising its clarification rights under this RFP process ; or
  - v. other relevant information that arises during this RFP process;
- (d) waive formalities and accept proposals which substantially comply with the requirements of this RFP;
- (e) verify with any bidder or with a third party any information set out in a proposal;
- (f) check references other than those provided by any bidder;

## RFP for AHWS Process Evaluation

- (g) disqualify any bidder whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any bidder or the proposal of any bidder who has engaged in conduct prohibited by this RFP;
- (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) select any bidder other than the bidder whose proposal reflects the lowest cost to the Ministry/JMC or the highest overall score;
- (k) cancel this RFP process at any stage;
- (l) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (m) accept any proposal in whole or in part;
- (n) discuss with any bidder different or additional terms to those contemplated in this RFP or in any proponent's proposal;
- (o) if a single proposal is received, reject the proposal of the sole bidder and cancel this RFP process or enter into direct negotiations with the sole bidder; or,
- (p) reject any or all proposals in its absolute discretion;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Ministry/JMC shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any bidder or any third party resulting from the Ministry exercising any of its express or implied rights under this RFP.

By submitting its proposal, the bidder authorizes the collection by the Ministry/JMC of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

### **Governing Law of RFP Process**

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**APPENDIX A – FORM OF OFFER**

To AHWS/JMC:

**1. Proponent Information**

(a) Proponent’s registered legal business name and any other name under which it carries on business:

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(b) Proponent’s address, telephone and facsimile numbers:

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(c) Name, address, telephone and facsimile numbers of the contact person(s) for the Proponent:

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(d) Name of the person who is primarily responsible for the Proposal:

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(e) Name of the person who will be managing the operation of the proposed deliverables:

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(f) Whether the proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

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(g) Name(s) of the proprietor, where the proponent is a sole proprietor; each of the directors and officers where the proponent is a corporation; each of the partners where the proponent is a partnership and applicable combinations of these when the proponent is a joint venture or consortium, whichever applies:

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(h) Whether the proponent intends at any time during the term of an agreement arising out of this RFP, to use the services of another Person, in connection with the management of the deliverables to be provided pursuant to this agreement. If so, attach full details:

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(i) Whether the proponent is a partner, director, officer, shareholder of, or a contributor of capital to another individual, sole proprietorship, corporation, partnership, joint venture, or a consortium that has as its principal business the provision of deliverables similar to the deliverables required pursuant to this RFP. If so, provide full details by way of attachment.

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**2. Offer**

I/We hereby offer to provide the Deliverables as indicated in the RFP document in consideration of the Ministry paying me/us in accordance with the Rate Bid Form (Appendix B) and the terms, conditions and provisions outlined in the RFP.

I/We have carefully examined the RFP documents and have a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the proposal, we agree and consent to the terms, conditions and provisions of the RFP.

**3. Mandatory Requirements**

I/We enclose herewith as part of the proposal, responses to all mandatory submission requirements, as set out below:

| <b>MANDATORY REQUIREMENT FORMS:</b>  | <b>Yes</b> | <b>Page</b> |
|--|------------|-------------|
| Form of Offer (Appendix A)   |            |             |
| Rate Bid Form (Appendix B)   |            |             |
| Tax Compliance Form (Appendix C)   |            |             |
| Reference Form (Appendix D)  |            |             |
| <b>[*Insert Additional Mandatory Requirements if needed*]</b>  |            |             |
| Notice to proponents: There may be Mandatory Requirements in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of Mandatory Requirements. |            |             |

**4. Rates**

I/We have submitted our Rates in accordance with the instructions in the RFP and in the form set out at Appendix B.

**5. Tax Compliance**

I/We hereby certify that

**(Registered Legal Business name of Proponent)**

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in submitting this proposal with accompanying Tax Compliance Form (Appendix C), is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been paid or satisfactory arrangements for their payment have been made and maintained.



**6. References**

I/We have included the number and type of references require by the RFP (Appendix D) and consent to the Ministry performing checks with those references and with any other relevant references.

**7. Addenda**

We have received and allowed for Addenda number \_\_\_\_\_ in preparing my/our proposal. **(Insert #'s or "NONE")**

**8. Bid Irrevocable**

I/We understand that my/our submitted proposal is based upon the acceptance of the proposal, in whole or in part, within sixty days of the Proposal Submission Deadline and is irrevocable during that period.

**9. Conflict of Interest**

Proponents while completing this portion of the Form of Offer should refer to the definition section of the RFP.

I/ We hereby confirm that there is not nor was there any actual or potential Conflict of Interest relating to the preparation of our submission nor do we foresee any actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

**[or if applicable, strike out the above and include the following:]**

The following is a list of actual or potential Conflicts of Interest relating to the preparation of our submission or the performance of the contractual obligations contemplated in the RFP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In submitting the proposal, I/we have/have no **[strike out the inapplicable portion]** knowledge of or ability to avail ourselves of confidential information of the Crown (other than confidential information which may have been disclosed by the Ministry to the proponents in the normal course of the RFP) which is relevant to the contemplated contract, its pricing or the RFP evaluation process.

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our proposal

|  |
|--|
| <b>Name of Individual:</b>   |
| <b>Address:</b>  |
| <b>Telephone:</b>  |
| <b>Brief Description of Nature of Individual's Participation in Preparation of Proposal:</b> |

**(Repeat above for each identified individual)**

I/we agree that, upon request, I/we shall provide the Ministry a Conflict of Interest Declaration from each individual identified above in the form prescribed by the Ministry.

**10. Disclosure of Information to Advisers**

I/We hereby consent, pursuant to subsection 17 (3) of the *Freedom of Information and Protection of Privacy Act*, to the disclosure, on a confidential basis, of this proposal by the Ministry to the Ministry's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

**11. Proof of Insurance**

By signing the Form of Offer, each proponent acknowledges its willingness, if selected, to provide proof of insurance coverage as required in the Agreement. If selected, the selected proponent must provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by the Ministry.

**12. Execution of Agreement**

I/We understand that in the event my/our proposal is selected by the Ministry, in whole or in part, I/we agree to finalize and execute the Agreement in accordance with the RFP.

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Signature of Witness

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Signature of proponent representative:

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Name of Witness:

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Name and Title:

Date:

I have authority to bind the proponent.

## APPENDIX B - RATE BID FORM

Bidders are asked to complete the following rate chart for the various elements of the submitted work-plan/ components to the study. The example provided is a guide:

**NAME OF BIDDER:**

To REC:

| Activity / Task | Service Level                           | Maximum Hourly Rate | Maximum Per Diem Rate (Minimum 7.25 hours/day) |
|-----------------|---|---------------------|--|
|                 | e.g., Aboriginal Principal Investigator |                     |  |
|                 | Senior Researcher                       |                     |  |
|                 | Researcher                              |                     |  |
|                 | Research Assistant                      |                     |  |
|                 | Clerical                                |                     |  |
|                 |   |                     |  |
|                 |   |                     |  |
|                 |   |                     |  |
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|                 |   |                     |  |
|                 |   |                     |  |
|                 |   |                     |  |
|                 |   |                     |  |
|                 |   |                     |  |

- ! These rates are applicable for any Business Day during Business Hours.
- ! GST is not applicable.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX C - TAX COMPLIANCE DECLARATION FORM

The Ontario Government expects all Proponents to pay their provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the Ontario Government will require a declaration from the successful proponent that the proponent's provincial taxes are in good standing.

In order to be considered for a contract award, the proponent must submit the following tax compliance status statement and the following consent to disclosure:

### Declaration

I/WE hereby certify that \_\_\_\_\_ at the time of submitting its proposal,

**(legal name of proponent)**

is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

### Consent to Disclosure

I/We consent to the Ministry of Finance releasing the taxpayer information described in this Declaration to the Ministry issuing the RFP as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Finance.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
(Signature of Authorized Signing Officer)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

## APPENDIX D – Reference Form

Each bidder shall provide the reference information as requested in the RFP.

### Reference #1

|                                  |  |
|----------------------------------|--|
| <b>Company Name:</b>             |  |
| <b>Company Address:</b>          |  |
| <b>Contact Name:</b>             |  |
| <b>Contact Telephone Number:</b> |  |
| <b>Date Work Undertaken:</b>     |  |
| <b>Nature of Assignment:</b>     |  |

### Reference #2

|                                  |  |
|----------------------------------|--|
| <b>Company Name:</b>             |  |
| <b>Company Address:</b>          |  |
| <b>Contact Name:</b>             |  |
| <b>Contact Telephone Number:</b> |  |
| <b>Date Work Undertaken:</b>     |  |
| <b>Nature of Assignment:</b>     |  |

### Reference #3

|                                  |  |
|----------------------------------|--|
| <b>Company Name:</b>             |  |
| <b>Company Address:</b>          |  |
| <b>Contact Name:</b>             |  |
| <b>Contact Telephone Number:</b> |  |
| <b>Date Work Undertaken:</b>     |  |
| <b>Nature of Assignment:</b>     |  |

## **APPENDIX E WORK-PLAN and BUDGET**

Please the following questions:

- i. How do you propose to conduct the evaluation and validate an analysis from a culture-based perspective, acknowledging the diversity of the Aboriginal community.
- ii. Please provide a sample work-plan<sup>5</sup> that includes:
  - The evaluation methodology which details a clear description of the proposed evaluation methodology to address the three broad areas of the Strategy and the four questions of the AHWS research framework as identified above.
  - proposed data collection plan, data collection tools to be developed;
  - schedule of data collection & analysis;
  - detailed budget;
  - the reporting schedule of interim findings and final report to the REC, and meetings/presentations to the REC; and
  - time-lines for all of the above.

Using the following template as a guide, please provide a detailed work-plan for the evaluation that outlines key components, tasks, products, who will be responsible and number of days anticipated for each task, timeline involved, budget and associated reporting schedule.

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<sup>5</sup> Awarding of the contract to a successful bidder does not constitute acceptance of the proposed content contained within the submitted RFP or work-plan; the REC, under the authority of JMC, reserves the right to edit and revise the work-plan on an on-going basis.

| Tasks – Detailed Activity   | Who Responsible  | Estimated # of days to Complete Task | Budget  | Associated Reporting  | Timeline for Activities Start and End Dates [Reporting Due Dates] |
|---|--|--------------------------------------|---|---|---|
| e.g.<br>Component Name<br><ul style="list-style-type: none"> <li>• Description of Product/<br/>Deliverable</li> </ul> <ul style="list-style-type: none"> <li>⌘ Specific Task 1</li> </ul><br><ul style="list-style-type: none"> <li>⌘ Specific Task 2</li> </ul><br><ul style="list-style-type: none"> <li>⌘ Specific Task 3</li> </ul> | e.g.<br><br><ul style="list-style-type: none"> <li>◆ Name of Aboriginal<br/>Principal Investigator</li> <li>◆ Name of Senior<br/>Researcher</li> <li>◆ Name of Researcher</li> <li>◆ Name of Clerical</li> <li>◆ Name of 'Other'</li> </ul><br><ul style="list-style-type: none"> <li>◆ Name of Senior<br/>Researcher</li> </ul><br><ul style="list-style-type: none"> <li>◆ Name of Clerical</li> </ul> |                                      | e.g. Amount<br><br>\$<br><br>\$<br><br>\$<br>\$<br>\$<br>\$<br>Sub-total:<br><br>\$<br>Sub-total:<br><br>\$<br>Sub-total:<br><br>Grand Total: | e.g.<br>-Update to<br>AHWS<br>Secretariat<br>-Interim Report<br>-Final Report | e.g.<br>-bi-weekly<br>-February 23, 2008                          |

