

Gender Equality (GE) and Gender-Based Violence (GBV) Research in Canada

Call for Proposals (CFP)

**PUBLIC WORKS AND GOVERNMENT SERVICES CANADA on
behalf of STATUS OF WOMEN CANADA**

Solicitation Number: 1W001-180192/A

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This document contains no security requirement.

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PART 1 – GENERAL INFORMATION

1.1 Summary

Public Works and Government Services Canada (PWGSC), on behalf of Status of Women Canada (SWC), has a requirement to procure research and studies that addresses gender equality (GE) and gender-based violence (GBV).

1.2 Funding

The maximum Project Funding is up to \$1,000,000.00, applicable taxes included, per contract until 31 March 2020, with two option periods of one year each.

The total approximate funding available for all contracts is (2019-20) is \$5,000,000.00.

All funding is in Canadian Dollars. This disclosure is made in good faith and does not commit Canada to contract for the total approximate funding.

Should funding no longer be available, Bidders will be notified directly. The Contract Award Process will continue and proposals under contract negotiations will take priority when funding is available.

1.3 Security Requirement

There is no security associated with this requirement.

1.4 Trade Agreements

The requirement is excluded from:

- the Canadian Free Trade Agreement as stipulated in Article 504: Scope and Coverage, Non-Application, Article 11, item (h) (ii) health services or social services.
- the Canada Europe Trade Agreements as the services are not listed under Annex 19-5 Services.
- the North American Free Trade Agreement (NAFTA) as per Annex 1001.1b-2 A Research and Development, all classes and G Health and Social Services all classes; and,
- the application of the World Trade Organization – Agreement on Government Procurement (WTO-AGP) under Appendix 1, Annex 4.

1.5 Canadian Content

This procurement is limited to Canadian goods and Canadian services. The Bidder must be Canadian. A Canadian bidder is defined as a Bidder having a place of business in Canada where the Bidder conducts activities on a permanent basis that is clearly identified by name and accessible during normal working hours.

1.6 Federal Contractor's Program for Employment Equity

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 6 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and Appendix 2, Federal Contractors Program for Employment Equity - Certification.

1.7 Comprehensive Land Claim Agreements

Delivery of the services will be to the National Capital Region; however, work may be undertaken within an area subject Comprehensive Land Claim Agreements (CLCAs) in the optional services phase of the resulting contract(s). This will be addressed on a case-by-case basis following the Pre-Qualification of Proposals or prior to the execution of optional services or the option period(s) of the resulting contract(s).

1.8 Procurement Approach

This Call for Proposals (CFP) process involves a two-stage procurement process:

Stage 1: Proposal submission, evaluation and pre-qualification

Stage 2: Contract award process

Stage 1 will result in a pool of Pre-Qualified Proposals. The pre-qualified proposals are “approved in principle” and will not constitute a guarantee on the part of Canada that a contract will be awarded. Approved in principle for contract consideration is defined as conditional acceptance of the proposal subject to meeting the requirements of Part 5 – Evaluation Procedures and Basis of Selection and the availability of funding.

Stage 2 is the negotiation and award of contracts based on the elements of the bidders' proposals that are accepted by Canada. Contracts will not exceed the maximum funding stipulated herein. Contracts may be awarded until the available funding has been allocated.

Bidders are encouraged to view the Draft Resulting Contract Clauses which forms part of this Call for Proposals at Part 7. The draft Resulting Contract Clauses and Conditions will be used under the Contract Award Process.

1.9 Electronic Proposal Submission

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.10 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, by telephone or in person.

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.

In this document, terms identified below and their meaning referenced in the 2003 Standard Instructions are identified in the table below:

Terms used in this document	Terms used in 2003 Standard Instructions
Call for Proposal	Solicitation
Proposal	Bid

Bidders who submit a proposal 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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are amended as follows:

a) Section 04 (2007-11-30) **Definition of Bidder**,

Delete: "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Insert: "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder.

b) Section 05 (2018-05-22) Submission of Bids, subsection 4:

Delete: Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the proposal solicitation, unless specified otherwise in the proposal solicitation.

Insert: Bids will remain open for acceptance for a period of not less than six months from the date of proposal submission.

Proposal Validity Extension:

Pre-qualified Bidders may be requested to extend the validity of their proposal beyond the six month period if 1) the negotiations and statement of work have been initiated; and, b) the required funding is available.

If the two above conditions are not met, the Bidders will not be requested to extend the validity of their proposal and the proposal validity period will expire.

c) Section 14, Price Justification,

Delete: In the event that the Bidder's proposal is the sole responsive proposal received, the Bidders must provide, on Canada's request, one or more of the following price justification:

Insert: For all pre-qualified proposals eligible for Contract award, the Bidders must provide, on Canada's request, one or more of the following price justification:

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 business days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Conflict of Interest

The Contractor, its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the Work and/or in the production of the deliverables under any resulting Contract will not be precluded from bidding on any potential future bid solicitation related to the production or exploitation of any concept or prototype developed or delivered.

PART 3 – PROPOSAL PREPARATION INSTRUCTIONS

3.1 Summary

3.1.1 [Electronic Submission](#)

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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

- Section I: Technical Proposal (research proposal)
- Section II: Management Proposal (proposed resources and curriculum vitae)
- Section III: Financial Proposal
- Section IV: Certifications and Other Required Information

3.1.2 [Paper Submission](#)

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Proposal (5 hard copies).
- Section II: Management Proposal (5 hard copies).
- Section III: Financial Proposal (1 hard copy).
- Section IV: Certifications and Other Required Information (1 hard copy).

3.1.3 [Multiple Delivery Methods](#)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

3.1.4 [Green Procurement](#)

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process **Policy**

on **Green Procurement** (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

3.2 General

- a) Bidders may submit more than one proposal; however, each proposal must be submitted separately and will be evaluated solely on its own merit. Bidders should clearly identify each proposal separately by solicitation number, Research Area, and the title of the proposal to distinguish the different proposals. The same proposal must not be submitted for different Research Areas.
- b) Bidders should respond to each criteria presented in Part 5 – Evaluation Procedures and Basis of Selection in a thorough, concise and clear manner. Bidders should provide proposal content that clearly addresses in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated.
- c) To maintain the integrity of the evaluation, Evaluators will consider only information presented in the proposal. No information will be inferred and personal knowledge or beliefs will not be utilized in the assessment. Bidders should explicitly demonstrate, in sufficient detail, how all criteria are met.

3.3 Section I: Technical Proposal

The Bidders' Technical Proposal will consist of a detailed proposal that responds to all the criteria in Section 5.2, Technical Evaluation.

In addition, the following information must be provided:

- a) Title;
- b) The research area the proposal responds to (see section 4.3);
- c) A one page maximum synopsis of the proposal written in clear, non-technical language appropriate for a general audience; and,
- d) A two page maximum review of major published literature and previous work done to contextualize the proposal.

3.3.1 Definitions

The following definitions will be used in undertaking the evaluation at Part 5:

“Collaborator” is defined as a separate entity or individual that agrees to work together with the bidder to achieve a common or shared goal and may include the contribution of resources, knowledge, and/or skills.

“Indigenous-living experience” is a quality demonstrated by individuals who are closely connected with First Nations, Inuit and Métis communities and have a significant track record (5 years or more) of experience collaborating with First Nations, Inuit and Métis Peoples and communities. In addition, other examples of how this could be demonstrated in a curriculum vitae include:

- Experience in implementing Indigenous cultural safety practices in their work or educational experience.
- Performing culturally relevant analysis of research results from an indigenous perspective.
- Promoting and building capacity of Indigenous research trainees and researchers.

“Indigenous ways of knowing” includes research methodologies that make use of local, culturally specific knowledge unique to Indigenous communities. Indigenous ways of knowing are guided by local ethical protocols around this type of knowledge. These protocols inform what research methods and principles are appropriate to use.

“knowledge translation” is the process of moving knowledge to where it can be most useful.

Source: Ward, V (2017) Why, whose, what and how? A framework for knowledge mobilisers, Evidence & Policy, vol 13 no 3, 477–97.

3.4 Section II: Management Proposal

The bidder’s responses to the criteria presented in Section 5.3 – Management Evaluation, will form the bidder’s Management Proposal.

3.5 Section III: Financial Proposal

The bidder should provide a financial proposal aligned to the work plan detailed in the 3.3. Management Proposal. The proposal should include a justification for the proposed expenditures.

The Financial Proposal must be in Canadian dollars, applicable taxes extra. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

3.5.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix 1 Electronic Payment Instruments, to identify which ones are accepted.

If Appendix 1 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.6 Section IV: Certifications and Other Required Information

Bidders must submit the certifications and additional information required under Part 6 – Certifications and Other Required Information.

PART 4 – PROJECT DETAILS

4.1 Introduction

Status of Women Canada (SWC) mobilizes partners and promotes equality between women and men by proactively engaging with individuals and institutions and with international, local and national partners. SWC increases awareness of gender equality and enables federal organizations to systematically incorporate gender-based analysis plus (GBA+) into federal policies and programs. SWC also assists other partners and institutions, through its expertise, contribution to research and knowledge development on issues of women and leadership, women and the economy gender-based violence, and funding to community initiatives, to improve women’s social and economic well-being.

4.2 Background

Evidence-based policy and programs that advance GE and address GBV are driven by research comprised of high quality data and strong analysis. While important work has been done to advance knowledge on GBV and GE in Canada, there remain important knowledge gaps. SWC is therefore seeking proposals for knowledge synthesis and/or research related to gender equality (GE) or gender-based violence (GBV) in Canada.

4.3 Research Areas

The intent is to accept proposals in two research areas. See section 4.6.4 and 4.6.5 for information on eligible research topics within these broad areas.

- 1) GBV in Canada, including, but not limited to, the following themes:
 - Prevention of GBV
 - Supports to Survivors and Families
 - Promotion of Responsive Justice Systems

- 2) GE in Canada in the following domains:
 - Economic participation and prosperity
 - Leadership and democratic participation
 - Education and skills development
 - Poverty reduction, health and well-being
 - Access to justice

SWC also has special interest in Indigenous-led and/or co-created research related to the [above](#) research areas that meets needs identified by Indigenous communities.

4.4 Objective

This call for proposals will result in the creation of new knowledge that will contribute to effective policies and programs relevant to GE and GBV in Canada.

4.5 Requirement

SWC is seeking proposals for knowledge synthesis and/or research related to GE or GBV in Canada.

4.5.1 Knowledge Synthesis

The Contractor must analyse and synthesize information, identify knowledge gaps and needs, and propose innovative responses on how to fill the knowledge gaps and needs through research. Knowledge synthesis proposals can also include proposals for further research for future consideration of funding. Canada may, at its sole discretion, execute the option to support the proposed research.

4.5.2 Research

Research is an undertaking intended to create new knowledge through a disciplined inquiry and/or systematic investigation, involving gathering new data that has not been collected before and/or based on already gathered data. Research proposals could include qualitative or quantitative methods, or a combination of both approaches (mixed-methods). Research proposals involving clinical trials are not eligible.

Proposals must fill knowledge gaps in support of key populations, which could include: Indigenous Peoples; women and girls; men and boys; lesbian, gay, bisexual, transgender and non-binary individuals, queer, two-spirit (LGBTQ2) individuals; visible minorities; those living in northern, rural, and remote communities; people with disabilities; newcomers; children and youth; and seniors.

4.5.3 Optional Services

Based on the results of Phase 1, bidders may, at the sole discretion of Canada, conduct additional work to further support the solution identified. The Contractor may be requested to undertake additional services in support of the knowledge synthesis or research completed. Bidders are encouraged to identify any additional support options as part of their proposal.

4.6 Scope of Work

4.6.1 Summary

The proposals submitted by the bidders will be evaluated in accordance with the procedures detailed in Part 5 – Evaluation Procedures and Basis of Selection. Article 5.4.3, Contract Award Process stipulates how the Statement of Work will be developed for each individual contract.

Where appropriate and applicable, the work under the contract should be undertaken in accordance with the following:

- a) Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans, including Chapter 9: Research Involving the First Nations, Inuit and Métis Peoples of Canada for proposals focused on Indigenous populations; and,
- b) the First Nations Principles of OCAP®; and,
- c) Indigenous partnering community/organization's ethical guidelines, where applicable.

4.6.2 GBV Research Area

Bidders under the GBV Research Area may submit a proposal relevant to one of the research topics detailed below. This is not an exhaustive list of research topics. Bidders may focus on any research topic that aligns with the definition of GBV given in section 4.8.

4.6.2.1 *Prevention of GBV*

- Understanding the causes of GBV, particularly sexual assault.
- Understanding how multiple identity factors, and related stigma and discrimination, can intersect to influence what form of violence women experience.
- Understanding the norms that perpetuate violence and strategies by which communities can counteract them.
- Understanding how stigma and discrimination can create barriers to accessing services for survivors of GBV
- Mapping trajectories of resilience and protective factors through lived experiences, as well as identify at what stages primary prevention is effective or not.
- Understanding the effect of promoting positive norms such as healthy masculinities and relationships on preventing GBV.
- Examining user experiences of existing prevention approaches by gathering knowledge from the perspectives of those affected by GBV and using an intersectional lens (see section 4.8).

4.6.2.2 *Supports to Survivors and Families*

- Understanding problems and challenges at the practice level in order to learn on how better engage and work with key affected populations.
- Understanding resiliency and evaluating what programs and approaches have lasting results.

4.6.2.3 *Promotion of Responsive Justice Systems*

- Understanding how to empower survivors to report the abuse, when appropriate to do so, and how to help them manage the process through the Canadian justice system.
- Through an intersectional lens, understanding how different groups of survivors of GBV experience the stigma related to having been victims of sexual violence, including how this may affect their decision to report their experience to the authorities.
- Understanding how multiple identity factors, and related stigma and discrimination, can intersect to impact the access of survivors of GBV to the justice system and/or significantly affect their experience with this system.

- Understanding how to effectively protect survivors and identify possible alternatives to formal approaches.
- Understanding what would be needed for training that is attuned to different life situations of survivors.
- Conducting evaluation (using mixed methods) of justice systems, including:
 - Criminal justice (e.g., police, court proceedings, incarceration, legal aid, etc.); and
 - Civil justice (e.g. protection orders, divorce proceedings, child protection, etc.).

4.6.3 GE Research Area

Bidders under the GE Research Area must submit a proposal relevant to one of the research topics detailed below.

4.6.3.1 *Education and Skills Development*

- Understanding the gender gap in Science, Technology, Engineering, and Mathematics (STEM)-related programs.
- Understanding why girls/women are less likely than boys/men to choose a STEM program, even with high mathematics or science abilities.
- Identifying lessons learned and best practices related to increasing the enrollment and retention of women in university and/or college STEM fields – especially in engineering, computer sciences and mathematics.
- Testing interventions to counteract persisting stereotypes, implicit and explicit bias, and other barriers related to women in STEM, especially in engineering, computer sciences and mathematics.
- Understanding why many women who graduate with STEM degrees end up working in unrelated fields, and testing possible retention strategies.

4.6.3.2 *Economic Participation and Prosperity*

- Understanding parental decision-making related to the sharing of childcare responsibilities, work interruption and return to work.
- Understanding how implicit and explicit bias affects wage negotiation and/or salary progression, and testing possible interventions to reduce the gender wage gap.

4.6.3.3 *Leadership and Democratic Participation*

- Understanding the factors women who own businesses consider in deciding to scale up and/or export, and the barriers they face if they decide to do so.
- Testing possible interventions to address stigma and discrimination and/or to promote gender equality in senior management positions and on corporate boards.

4.6.3.4 *Poverty reduction, health and well-being*

- Understanding social, economic, and health inequalities faced by LGBTQ2 individuals, including how stigma and discrimination can limit the full participation of LGBTQ2 people such as by limiting access to resources and services (e.g. health care) or by acting as barriers into professional career advancement.
- Testing interventions to increase the social, economic, health, and/or general well-being of LGBTQ2 individuals.
- Strengthening data on sexual and reproductive health in Canada.
- Understanding the gender-based impacts of environment and climate change on social, economic and health outcomes in the Canadian context.

4.6.3.5 *Access to justice*

- Understanding barriers to access to justice under civil and family law, including but not limited to financial resources, and legal literacy
- Understanding the economic and health consequences of unmet needs for help with civil and family legal problems.

4.6.4 Optional Services

The Contractor may be requested to undertake additional services in support of the knowledge synthesis or research completed. The following represents an illustrative example of what could be considered:

<i>Initial Period (Proposal)</i>	<i>Potential Optional Services</i>
Conduct research necessary to develop and test a survey questionnaire	Implement the survey, analyze the data
Analyze existing survey data	Develop new data collection tools to fill data gaps identified through analysis of existing survey data
Research an issue in one population/jurisdiction (i.e., Métis in rural Quebec)	Conduct similar research in another population / jurisdiction, for the purposes of comparison
Research the implementation of an intervention in a specific context	Conduct similar research in another context, to identify factors related to successful scale up of an intervention

4.7 Deliverables

Deliverables will take the form of a report that will include, but is not limited to, the approach taken by the Contractor, the scope and methodology, the results and analysis.

Research related to gender equality may be shared with the public through one or a combination of mechanisms, including SWC's website or partner websites. In addition, a GBV Knowledge Centre will be created within SWC to better align government resources and enable the sharing and development of research into GBV. SWC will make deliverables submitted under the contract relevant to the public available via the online component of the Knowledge Centre, as appropriate.

4.8 Glossary/Definitions

Gender-based violence (GBV)

GBV involves the use and abuse of power and control over another person and is perpetrated against someone based on their gender identity, gender expression or perceived gender. Violence against women and girls is one form of gender-based violence. It also has a disproportionate impact on LGBTQ2 (lesbian, gay, bisexual, transgender, queer, questioning, intersex and two-spirit) and non-binary people. GBV includes any act of violence or abuse that can result in physical, sexual or psychological harm or suffering. Examples of forms of violence and abuse include: physical violence, sexual violence (including child sexual abuse, sexual harassment and sexual exploitation), emotional and psychological violence (including threats and intimidation), harassment, online violence/technology-facilitated violence, financial abuse; and structural/systemic violence.

Gender Equality (GE)

Gender equality is when women, men, girls and boys and gender diverse people enjoy the same rights and opportunities to participate fully across all sectors of society, and when behaviours, aspirations and needs are not valued on the basis of socially constructed gender roles.

Intersectionality

Intersectionality is a research and policy model that recognizes the complex composition of factors that shape and influence human lives. Intersectional analysis attempts to "examine the consequences of interacting inequalities on people occupying different social locations as well as address the way that specific acts and policies address the inequalities experienced by various groups" (Bishwama, Hunt & Zajicek, 2007).

Knowledge synthesis

Knowledge synthesis is the identification, appraisal and integration of research from individual studies (qualitative and quantitative) that form the body of knowledge on a given topic, in order to summarize the body of knowledge, the quality of available research, inconsistencies in the available research, as well as identify as research and data gaps. Knowledge syntheses must be reproducible and transparent, and may use quantitative in addition to qualitative methods.

All forms of knowledge synthesis are eligible, including systematic reviews, realist syntheses, narrative syntheses, meta-analyses, meta-syntheses and meta-ethnography. Knowledge synthesis proposals should focus on research that has emerged over the past ten years. Proposals may reflect the perspective of a

particular discipline, or may address them through interdisciplinary or collaborative research approaches; or using literature produced outside of the traditional academic or commercial publishing and distribution channels, including, but not limited to, thesis and conference proceedings, publications from academic/research, publications from reputable non-governmental entities, and governmental reports. Proposals should reflect the diversity of knowledge types including academic and non-academic studies and literature.

4.9 Communications Notification

As a courtesy and in order to coordinate any public announcements pertaining to any resulting contract, the Government of Canada requests that successful Bidders notify the Contracting Authority 5 business days in advance of their intention to make public an announcement related to a pre-qualification, a contract award, or any information related to the contract. The Government of Canada retains the right to make primary contract announcements.

References

Bishwakarma, R., Hunt, V. H., and Zajicek, A. (2007). *Educating Dalit Women: Beyond a One-Dimensional Policy Formulation, Himalaya, XXVII(1-2), 27-39.*

PART 5 - EVALUATION PROCEDURES AND BASIS OF SELECTION

5.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management, and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and external third party experts will evaluate the bids. The external evaluators are:

To be determined.

- (c) In conducting its evaluation, Canada may, but will have no obligation to, request clarifications from the Bidder regarding information provided by the Bidder with respect to any aspect of their proposal. This must not be construed as:
- i) an opportunity to provide supplemental information; or
 - ii) an intent to pre-qualify the proposal; or
 - iii) intent to contract with the Bidder.

The Bidder must provide a response to the written request for clarification or verification issued by the Contracting Authority in accordance with the provisions of the request, which may include a time period in which to provide the response. Failure to comply with the request may result in the proposal being declared non-responsive and given no further consideration.

5.1.1 Proposal Evaluation

Canada and the external experts will evaluate the screening criteria, mandatory requirements and point-rated criteria. Proposals must meet all mandatory requirements and achieve the minimum required score.

Proposals that do not meet all mandatory criteria, or do not achieve the minimum required overall score, will be declared non-responsive and will receive no further consideration.

Scoring

Bids will be scored based on the scoring methodology defined for each criteria.

Mandatory Requirements	Met / Not Met
Specific Point Rated Criteria	12 points
Common Point Rated Criteria	66 points
Management Proposal Evaluation	22 points
Total Available Points:	100 points
Minimum Required Overall Score	60 points

5.2 Technical Evaluation

5.2.1 Mandatory Requirements

Criteria	Description	Met	Not Met
MR-1	<p>The Bidder’s proposal must respond directly to the objective stated in Part 4, Project Details, Article 4.3.</p> <p>For proposals relating to Indigenous populations, the proposal’s objectives must be relevant to First Nation, Inuit and/or Métis collaborators and demonstrate potential to produce valuable knowledge to the respective communities, as demonstrated through written confirmation from the collaborators.</p>		
MR-2	<p>The Bidder must provide a Proposal detailing the requested information in Part 3, article 3.3.1.</p>		

5.2.2 Point Rated Requirements

5.2.2.1 *Specific Criteria (Importance of the Topic)*

Criteria	Description	Weight	Score
For knowledge synthesis proposals submitted under one of the research areas in Part 4, Project Details, Article 4.3, Research Areas			
SC-1	The Bidder’s proposal should identify the importance of conducting knowledge synthesis as part of the proposed research topic and demonstrate how the knowledge synthesis will support future research on the topic.		
	2 points The Bidder provides a clear, compelling, comprehensive, and evidence-based explanation as to why it is important to conduct knowledge synthesis to support work specific to their proposal and how it will support the future research, including supporting rationale and evidence.	X6	12
	1 point The Bidder provides an explanation as to why it is important to conduct knowledge synthesis to support work specific to their proposal and how it will support the future research; however, the explanation needs to be further articulated OR there are gaps in the supporting rationale and evidence.		
	0 points The Bidder does not explain why it is important to conduct knowledge synthesis to support work specific to their proposal OR how it will support future research OR lacks supporting rationale and evidence, OR it does not support their explanation.		
For research proposals submitted under one of the research areas in Part 4, Project Details, Article 4.3, Research Areas			
SC-2	The Bidder’s proposal should justify how their proposed research is innovative (i.e. represents a new approach or a significant modification/improvement to an existing approach), in terms of the research questions, the theories and methodologies, and/or the knowledge translation strategy.		
	2 points The Bidder clearly explains why their proposed research is innovative, AND provides supporting rationale and evidence.	X6	12
	1 point The Bidder provides an explanation as to why their proposed research is innovative; however, the explanation needs to be further articulated OR there are gaps in the supporting rationale and evidence.		

Criteria	Description	Weight	Score
	0 points The Bidder does not explain why their proposed research is innovative, OR lacks supporting rationale and evidence, OR the rationale and evidence does not support their explanation.		

5.2.2.2 Common Evaluation Criteria (Merit of the Proposal)

Criteria	Description	Score
CEC-1	The Bidder’s proposal should explain how the project will advance the state of knowledge for the research area selected (section 4.3)	
	4 points The Bidder clearly demonstrates how the project will advance the state of knowledge, including supporting rationale and evidence.	4
	2 points The Bidder provides an explanation as to why their project will advance the state of knowledge; however, the explanation needs to be further articulated OR there are gaps in the supporting rationale and evidence.	
	0 points The Bidder does not explain why their project will advance the state of knowledge OR lacks supporting rationale and evidence, OR the rationale and evidence does not support their explanation.	
CEC-2	The Bidder’s proposal should include a knowledge translation strategy justifying how their work will inform policies, programs or services by engaging with relevant individuals, groups, or organizations who can benefit from the knowledge produced.	

	8 points	The proposal clearly demonstrates how their work will inform policies, programs or services by engaging with key relevant individuals, groups, or organizations who can benefit from the knowledge produced.	8
	4 points	The proposal somewhat demonstrates how their work will inform policies, programs or services by engaging with relevant individuals, groups, or organizations who can benefit from the knowledge produced OR demonstrates how their work will inform policies, programs or services but fails to identify some key relevant individuals, groups, or organizations who can benefit from the knowledge produced.	
	0 points	The proposal does not include a knowledge translation strategy OR does not demonstrate how their work will inform policies, programs or services by engaging with relevant individuals, groups, or organizations who can benefit from the knowledge produced.	

Criteria	Description	Weight	Score
CEC-3	The Bidder’s proposal should define the methodology to be used in the conduct of the work and identify why it is likely to achieve success. For indigenous proposals, the definition of the methodology to be used and identification of why it is likely to achieve success must address how indigenous ways of knowing* are incorporated.		
	6 points The methodology is technically sound, logical, and comprehensive, and provides supporting rationale that demonstrates it has excellent potential achieve the objectives of the proposal.	X 3	18
	3 points The methodology is clear, somewhat logical and provides the supporting rationale that demonstrates it has moderate potential to achieve the objectives of the proposal; however, the methodology needs to be further articulated OR there are gaps in the rationale to support the success of the methodology.		
	0 points The methodology is not provided, OR is unclear, OR has major gaps in the rationale to support the methodology and is unlikely to achieve the objectives of the proposal. *Refer to article 3.3.1 Definitions		

Criteria	Description	Weight	Score						
CEC-4	<p>The Bidder’s proposal should include a Work Breakdown Structure (WBS) or Project Plan (PP) detailing the following:</p> <ul style="list-style-type: none"> • Milestones (grouping of tasks) • Tasks • Allocation of Resources by Title/Category of Work, Milestone and Task • Level of Effort (in hours) of each Resource • Interdependencies between Tasks • Deliverables • Project Delivery Dates 								
	<table border="1"> <tr> <td data-bbox="321 959 443 997">6 points</td> <td data-bbox="443 959 1671 997">The WBS / PP structure includes all of the required elements AND strongly demonstrates the Bidders’ ability to ensure the tasks and allocation of resources will meet the project delivery dates.</td> </tr> <tr> <td data-bbox="321 997 443 1034">3 points</td> <td data-bbox="443 997 1671 1034">The WBS / PP structure includes all of the required elements AND somewhat demonstrates the Bidders’ ability to ensure the tasks and allocation of resources will meet the project delivery dates.</td> </tr> <tr> <td data-bbox="321 1034 443 1063">0 points</td> <td data-bbox="443 1034 1671 1063">The WBS / PP structure includes all of the required elements but does not demonstrate the Bidders’ ability to ensure the tasks and allocation of resources will meet the project delivery dates; OR not all of the elements were addressed.</td> </tr> </table>	6 points	The WBS / PP structure includes all of the required elements AND strongly demonstrates the Bidders’ ability to ensure the tasks and allocation of resources will meet the project delivery dates.	3 points	The WBS / PP structure includes all of the required elements AND somewhat demonstrates the Bidders’ ability to ensure the tasks and allocation of resources will meet the project delivery dates.	0 points	The WBS / PP structure includes all of the required elements but does not demonstrate the Bidders’ ability to ensure the tasks and allocation of resources will meet the project delivery dates; OR not all of the elements were addressed.		6
6 points	The WBS / PP structure includes all of the required elements AND strongly demonstrates the Bidders’ ability to ensure the tasks and allocation of resources will meet the project delivery dates.								
3 points	The WBS / PP structure includes all of the required elements AND somewhat demonstrates the Bidders’ ability to ensure the tasks and allocation of resources will meet the project delivery dates.								
0 points	The WBS / PP structure includes all of the required elements but does not demonstrate the Bidders’ ability to ensure the tasks and allocation of resources will meet the project delivery dates; OR not all of the elements were addressed.								
CEC-5	The Bidder’s proposal should identify a) the 3 project risks with the greatest probability of occurring; and, b) the resulting mitigation strategy for each risk.								

Criteria	Description		Weight	Score
a)	2 points	The potential risks to the project are articulated; the stated risks are comprehensive and represent reasonable assumptions.	X 3	6
	1 point	The potential project risks are not clearly articulated OR the project risks do not represent reasonable assumptions; OR the project risks have failed to address some reasonable assumptions.		
	0 points	The proposal has failed to address project risks; OR the project risks are not clearly articulated OR project risks do not represent reasonable assumptions.		
b)	2 points	The mitigation strategy has a strong potential to reduce or alleviate the probability of the risk occurring AND the mitigation strategy has strong potential to reduce or alleviate the impact of the risk occurring.	X 3	6
	1 point	The mitigation strategy has good potential to reduce or alleviate the probability of the risk occurring AND the mitigation strategy has good potential to reduce or alleviate the impact of the risk occurring.		
	0 points	The mitigation strategy is unlikely to reduce or alleviate the probability of the risks occurring; OR is unlikely to reduce the impact of the risk occurring; OR fails to address all of the identified risks.		

Criteria	Description	Weight	Score
CEC-6	The Bidder’s proposal should demonstrate they have engaged collaborator(s) relevant to achieving the objectives of their proposal. Bidders should provide evidence to support their claims, such as written letters of reference, agreements, or other relevant documents from the collaborator(s); OR the Bidder’s proposal should clearly demonstrates that the involvement of a collaborator is not required to achieve the objectives of their proposal. The bidder must also provide brief background information on any collaborating organizations.		
	<p>6 points The Bidder has identified all key collaborator(s) that will support the achievement of the objectives of their proposal, explicitly supported by documentation from the collaborator(s); OR the proposal clearly demonstrates that the involvement of a collaborator is not required to achieve the objectives of their proposal.</p> <p>3 points The Bidder has identified collaborator(s) that may support the achievement of the objectives of their proposal; however, they have omitted key collaborators, or the collaborator documentation provided generally supports the proposal, OR the collaborator documentation imposes conditions; OR there are gaps in the rationale for the claim that a collaborator is not required to achieve the objectives of their proposal.</p> <p>0 point The Bidder has identified collaborator(s) that may support the achievement of the objectives of their proposal; however, there is no collaborator documentation, OR there are major gaps in the rationale for the claim that a collaborator is not required to achieve the objectives of the proposal.</p>	X 3	18

5.2.3 Management Proposal Evaluation

5.2.3.1 Mandatory Requirements

Criteria	Description	Met	Not Met
MMR-1	For proposals relevant to Indigenous populations, the proposed Principal Investigator or Project Manager must demonstrate Indigenous-living experience (see section 3.3.3).		
MMR-2	The Principal Investigator or Project Manager must hold a Ph.D. in a field of study relevant to the proposal. The degree must be from a recognized Canadian academic institution, or the equivalent, as established by the Alliance of Credential Evaluation Services of Canada (ACESC) (https://www.cicic.ca/1374/obtain-an-academic-credential-assessment-for-general-purposes/index.canada) if obtained outside Canada. The Bidder must submit a copy of the conferred degree.		
MMR-3	The Principal Investigator or Project Manager must submit a summary of up to a maximum of 5 similar projects undertaken within the last 10 years and a contact for each project that can confirm the work was performed.		

5.3.2.2 Point Rated Requirements

Criteria	Description	Score
MGT-1	The Principal Investigator or Project Manager should demonstrate direct working experience in a field of study relevant to the subject matter of the proposal.	
	0 – 10 points The Bidder will score 1 point per year of experience to a maximum of 10 points.	10
MGT-2	The Bidder should propose resources with the experience and qualifications detailed in Table 5.3.1 Collective Team Evaluation.	
	0 – 12 points Refer to the scoring methodology associated with Table 5.3.1.	12

Table 5.3.3.3 Collective Team Evaluation

For each category of work within the team (as defined in the Work Breakdown Structure/Project Plan), the Bidder should check (✓) if the curriculum vitae of the proposed resource clearly demonstrates the criteria below. Points will be awarded on the basis of the total proposed number of resources that demonstrate the criteria. Bidders may add as many columns necessary to identify their proposed team.

Description	Principle Invest./ Project Mgr	Title	Title	Title	Title	Title	Add as appropriate	Total Resources meeting Description
Name of Proposed Resource:								
A – the resource has published as primary author (including in press publications) three or more articles specific to the subject matter of the research area but not limited to the theme or domain submitted in the proposal								
B – the resource has demonstrated project experience in any research role (except Principle Investigator/Project Management) in three or more projects specific to the research area but not limited to the theme or domain submitted in the proposal subject matter of the research area that the proposal responds to								
C – the resource has demonstrated project experience as Principle Investigator/Project Manager in one or more projects specific to the subject matter of the research area that the proposal responds to but not								

limited to the theme or domain submitted in the proposal								
D - the resource has demonstrated five or more years of professional work experience in the methodology that is to be employed, as outlined in the proposal								

Score	Description	Score	Description
1 pts	1 to 25% of resources demonstrate the qualification or experience	3 pts	51 to 75% of resources demonstrate the qualification or experience
2 pts	26 to 50% of resources demonstrate the qualification or experience	4 pts	76 to 100% of resources demonstrate the qualification or experience

Example: If Bidder A submits 10 resources, and 5 of those resources (or ½) demonstrate the skill / experience, the total points scored = 2, or 50% of the available points (on a scale of 4), as per the rating guide. Conversely, if Bidder B submits 4 resources, and all of those resources (100%) demonstrate the skill / experience, the total points score is 4, or 100% of the available points (4).

5.3 Financial Evaluation

- 5.3.1 The evaluation of the Financial Proposal will be to determine if the proposal complies with the Canadian Content definition identified in Part 6 Certifications and Other Required Information and is within the maximum funding stipulated below.
- 5.3.2 The Bidder's Financial Proposal must not exceed the maximum funding available for any Contract resulting from the solicitation. The maximum funding is \$1,000,000.00 (Applicable Taxes included). Proposals valued in excess of this amount will be the Bidder's commitment of co-investment funding to the resulting contract. This disclosure does not commit Canada to pay the maximum funding available.
- 5.3.3 The Financial Proposal submitted will be evaluated and negotiated prior to contract award.

5.4 Basis of Selection

5.4.1 Pre-Qualification

To be considered responsive, a proposal must:

- a. comply with all the requirements of the solicitation; and,
- b. meet all mandatory requirements of the technical evaluation; and,
- c. obtain the required minimum of 60 points overall for the evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

Proposals not meeting a), b) and c) will be declared non-responsive.

The proposals will be placed in the Pre-Qualified Pool for review by the Selection Committee for the duration of the bid validity period. Placement into the Pre-Qualified Pool does not guarantee that a proposal will be selected or that a contract will be awarded.

5.4.2 Selection Committee

The Selection Committee will be composed of representatives from Status of Women Canada. The Contracting authority will oversee the evaluation process.

The Selection Committee will consider the evaluation results and examine multiple parameters, such as:

- Alignment with Government of Canada priorities, (2 points)
- Complementarity to other initiatives being funded by Canada, (1 point)
- Alignment with emerging operational and policy issues (3 points).

The Selection Committee may select one proposal, more than one proposal or no proposal under a specific research area. The decision to select a proposal is at the sole discretion of the Proposal Selection Committee. A Proposal which earns the highest overall score may not be the proposal selected.

Responsive proposals that are not selected by the Selection Committee could be selected at a later date as long as the bid validity period has not expired, and funding is available.

5.4.3 *Contract Award Process*

To be considered for contract award, a proposal must successfully complete the contract award process before expiry of the bid validity period. The process is as follows:

Step 1 Statement of Work

The Project Authority and the Bidder will work together to develop a Statement of Work (SOW). The SOW will clearly and concisely define the tasks to be performed and the deliverables to Canada. The SOW may be re-scoped to ensure both the Bidders' and SWCs' needs are met within the framework of the Project. PWGSC will review the SOW to ensure contract language is used.

Step 2 Contract Negotiations

Upon completion of the SOW, the Contracting Authority will:

- a) request a cost breakdown and provision of price support from the bidder to support the costs;
- b) request additional certifications and other information required before contract award; and,
- c) provide a draft copy of the contract terms and conditions.

PWGSC must verify that all costs are fair and reasonable. If a cost cannot be supported the cost may not be included in the contract. Failure to achieve consensus on any aspect of the negotiations will result in the proposal being set aside and not given any further consideration. If an agreement cannot be reached between Canada and the Bidder within 4 months from the date of notification of acceptance into the pool of pre-qualified proposals, Canada reserves the right to stop negotiations with the Bidder and dissociate the funds.

Step 3 Contract Award

Upon successful completion of all steps in the Contract Award Process the Bidder's proposal will be recommended for contract award.

PART 6 – CERTIFICATIONS AND OTHER REQUIRED 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.

A Certifications Required with the Proposal

Bidders must submit the following certifications at time of submitting their proposal.

6.1 Integrity Provisions – Declaration of Convicted Offences

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

6.2 Canadian Bidder

A Canadian Bidder is defined as:

- Being incorporated in Canada (federally or provincially)
- 50% or more of its annual wages, salaries and fees are currently paid to employees and contractors who spend the majority of their time working in Canada*
- 50% or more of its FTE employees have Canada as their ordinary place of work
- 50% or more of its senior executives (Vice President and above) have Canada as their principal residence

* Calculations must take into account and include affiliated businesses, such as parent companies and subsidiaries that are either in or outside of Canada.

6.3 Canadian Content Certification

This procurement is limited to Canadian goods and Canadian Services.

The Bidder certifies that:

- () a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian Services as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

6.2.1 Canadian Content Definition

SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

B CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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.

6.4 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.

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

The Bidder certifies that:

_____ It understands, complies and respects the provisions under the Ineligibility and Suspension Policy.

Does the Bidder have a Board of Directors? _____ Yes _____ No

If so, the Bidder must submit a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. **Canada may, at any time,** request that the Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Verification form – PWGSC-TPSGC 229), for any individuals named in the aforementioned list. (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>)

Name	Title

6.5 Former Public Servant Certification

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

6.6 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [titled Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

6.7 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.

6.8 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.

6.9 Profit or Price Certification

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents.

(OR)

The Bidder certifies that the price proposed is based on costs computed in accordance with *Contract Cost Principles* 1031-2, and includes an estimated amount of profit of \$_____.

(OR)

The Bidder certifies that the price proposed is based on costs computed in accordance with [10.40](#) (a) to (i) of the *Supply Manual*, Public Works and Government Services Canada, on the pricing of research and development contracts with universities and colleges.

C OTHER REQUIRED INFORMATION

6.10 Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) prior to contract award in order to receive a PWGSC contract. Suppliers may register for a PBN online at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca>). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

PBN: _____

6.11 Applicable Laws

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

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

Applicable laws: _____

6.12 Contractor’s Representative

The contractor’s representative must be able to sign the contract and legally bind the entity.

Name	Title
Legal Name of Entity	Operating As
Address	
Telephone	Email

PART 7 - DRAFT RESULTING CONTRACT CLAUSES

The following represents an illustrative list of the clauses and conditions that **may** apply to and form part of any contract resulting from the call for proposal. This is neither an exhaustive list nor will every clause identify apply to the resulting contract. Additional clauses may apply as determined by the Theme and the bidders' proposal.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the technical and management portions of the Contractor's bid entitled _____, dated _____.

7.1.1 Work Authorization

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work required to complete _____ (*insert the applicable phase or task*), of the Contract (*insert "at a cost not to exceed \$ _____", if applicable*). Upon completion of _____ (*insert "the phase" or "task"*), the Work will be reviewed before the Contractor is authorized to commence any Work for _____ (*insert the applicable phase or task*). Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with _____ (*insert the applicable phase or task*), the Contracting Authority will advise the Contractor in writing to commence work on _____ (*insert the applicable phase or task*). The Contractor must immediately comply with the notice.

If Canada decides not to proceed with _____ (*insert the applicable phase or task*), the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

7.1.2 Optional Goods/Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at _____ (*to be determined*) of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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 (2018-06-21) General Conditions, Higher Complexity, Services apply to and form part of the Contract and are amended as follows:

DELETE: 2035 20 (2008-05-12) Copyright in its entirety.

INSERT: 2035 20 (2008-05-12) Contractor to Own IP

Without affecting any existing intellectual property rights or relating to information or data supplied by Canada for purposes of the Contract, copyright in anything conceived, developed, or produced as part of the Work under the Contract will belong to the Contractor.

7.2.2 License to Material Subject to Copyright

1. In this section, "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
2. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all rights comprised in the copyright in the Material, for any government purposes. Canada may use independent contractors in the exercise of Canada's license pursuant to this clause.
3. Copyright in any translation of the Material made by or for Canada belongs to Canada. Canada agrees to reproduce the Contractor's copyright notice, if any, on all copies of the Material, and to acknowledge the Contractor's title to the copyright in the original Work on all copies of translations of the Material effected by or for Canada.
4. No restrictions other than those set out in this section must apply to Canada's use of copies of the Material or of translated versions of the Material.
5. At the request of Canada, the Contractor must provide to Canada, at the completion of the Work or at such other time as Canada may require, a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is an author of the Material, the Contractor permanently waives its moral rights in respect of the Material.

7.2.3 Supplemental General Conditions

4008 (2008-12-12) Personal Information, as amended _____ (insert date) apply to and form part of the Contract.

(OR)

7.2.4 SACC Manual Clauses

A9113C(2014-11-27) Handing of Personal Information

7.2.5 Protection and Security of Data Stored in Databases

1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
 - a. equivalent protections are given to personal information as in Canada under legislation such as the *Privacy Act*, R.S. 1985, c.P-21, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
 - b. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.

In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

2. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
3. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in an another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
4. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.

5. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
6. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of _____ *(to be determined)* to _____ *(to be determined)*.

(OR)

The period of the Contract is from date of Contract to _____ *(to be determined)* inclusive.

(OR)

The period of the Contract is from _____ *(to be determined)* to _____ *(to be determined)* 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 _____ *(to be determined)* additional _____ *(to be determined)* month **(OR)** 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 10 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

April Campbell
Public Works and Government Services Canada
Acquisitions Program
Innovation Procurement Directorate

Terrasses de la Chaudière, 4th Floor
10 Wellington Street
Gatineau, Quebec, K1A 0R4

Telephone: 613-295-5356
Email: april.campbell@pwgsc.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](#)

The Project Authority for the Contract is: *(To be determined)*

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 the overall project and the administrative matters concerning the Work under the project. 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](#)

The Contractor's Representative for the Contract is: *(To be determined)*

7.6 [Proactive Disclosure of Contracts with Former Public Servants](#)

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

7.7 [Payment](#)

7.7.1 [Basis of Payment](#)

The Contractor will be paid in accordance with the Basis of Payment in Annex B.

(OR)

7.7.1 [Basis of Payment – Firm Price](#)

For the Work described in _____ of the Statement of Work in Annex A:

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

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(OR)

7.7.1 Basis of Payment – Ceiling Price

For the Work described in _____ of the Statement of Work at Annex A:

The Contractor will be paid for the Work performed in accordance with the Basis of payment at Annex B, to a ceiling price of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

(OR)

7.7.1 Basis of Payment

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, in accordance with *Contract Cost Principles 1031-2*, as determined by a government audit, plus a profit computed in accordance with Chapter 10, Cost and Profit, of the Supply Manual, Public Works and Government Services Canada. The results and findings of the government's audit will be conclusive.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. 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.

(OR)

7.7.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.4 Method of Payment – SACC Manual Clauses

H1000C(2008-05-12) Single Payment
H1008C(2008-05-12) Monthly Payments
H3010C (2016-01-28) Milestone Payments – Not Subject to Holdback

(OR)

7.7.4 Method of Payment – Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to _____ percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed _____ percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

(OR)

7.7.4 Method of Payment – Milestone Payments

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to _____ percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the total amount for all milestone payments paid by Canada does not exceed _____ percent of the total amount to be paid under the Contract;
 - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
 - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Schedule of Milestones

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

Milestone No.	Description / Deliverable	Firm Amount	Delivery Date

7.7.5 Electronic Payment of Invoices – Contract

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

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

7.7.6 Discretionary Audit – Commercial Goods and/or Services

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

(OR)

7.7.6 Discretionary Audit - Canadian Universities and Colleges

The Contractor's certification that the price quoted is based on costs computed in accordance with 10.40(a) to (i) of the *Supply Manual*, Public Works and Government Services Canada, on the pricing of research and development contracts with universities and colleges is subject to audit. The audit will

determine if the total price charged by the Contractor on a single contract, when only one exists, or a series of negotiated firm price contracts, when more than one exists, is in accordance with the procedures.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, refund any overpayment or authorize the retention by Canada of the overpayment by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price will be lowered in accordance with the results of the audit.

(OR)

7.7.6 Discretionary Audit – Non-Commercial Goods and/or Services

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

7.7.7 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.7.8 Invoicing Instructions – Progress Payment Claim

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
2. Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. a list of all expenses;
 - e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;

- c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

(OR)

7.7.8 [Invoicing Instructions](#)

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - (a) One electronic invoice must be forwarded to the Project Authority; and,
 - (b) One electronic invoice must be forwarded to the Contracting Authority;

identified under the section entitled "Authorities" of the Contract.

(OR)

7.7.8 [Invoicing Instructions](#)

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

- a) One electronic invoice must be forwarded to the Project Authority; and,
- b) One electronic invoice must be forwarded to the Contracting Authority;

identified under the section entitled "Authorities" of the Contract.

7.7.9 [SACC Manual Clauses](#)

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

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.

7.8.2 [Federal Contractors Program for Employment Equity – Default by the Contractor](#)

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.8.3 [Canadian Content Certification](#)

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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 supplemental general conditions;
- (c) the general conditions 2035 (2016-04-04) Higher Complexity, Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.11 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.12 Insurance – No Specific Requirement

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

ANNEX A
STATEMENT OF WORK TEMPLATE
Title

Research Area being addressed: _____

1. Introduction

Status of Women Canada (SWC) mobilizes partners and promotes equality between women and men by proactively engaging with individuals and institutions and with international, local and national partners. SWC increases awareness of gender equality and enables federal organizations to systematically incorporate gender-based analysis into federal policies and programs. SWC also assists other partners and institutions, through its expertise, contribution to research and knowledge development on issues of women and leadership, women and the economy, gender-based violence, and funding to community initiatives, to improve women’s social and economic well-being.

2. Background

3. Objectives

As determined in accordance with the Bidders proposal.

4. Requirement

As determined in accordance with the Bidders proposal.

5. Scope of Work

Based on the bidders proposal; and negotiated with Project Authority. If known, the work can be structured into two phases.

Describe the work that will be undertaken by the Contractor. The work must be expressed in such a way as to associate each task with accountability, cost, time and lead to a deliverable (identified in section 6).

5.1 Stage 1 – Title

5.2 Stage 2 - Title

5.3 Meetings

The Contractor must participate in the following meetings in person or via telecom, as indicated:

6. Deliverables and Schedule

Identify what Canada will own at the completion of each Phase of the work.

6.1 Acceptance Criteria

The Project Authority will review all information with internal expert resources for quality. Any concerns, comments, questions or recommendations will be addressed with the contractor, who must make the necessary adjustments, as appropriate. If no adjustments are identified or recommended the Project Authority will communicate same.

7. Work Location

The work must be conducted at the Contractors facilities.

8. Reporting

8.1 Progress Reports

The Contractor must submit monthly progress reports to the Project Authority, detailing, at a minimum, the following information:

- Percentage of the work completed
- Significant achievements / hurdles
- Challenges encountered
- _____ - define

8.2 Draft Report / Study

The Contractor must submit a digital draft of the report / study for review, comments and approval of the Project Authority in Microsoft Word format.

The report / study must comprehensively address all facets of the Work and must include a discussion of problems and successes associated with the Work to facilitate a full and accurate evaluation of the work by the Project Authority.

The report / study must be prepared in accordance with good professional practices and must include, as a minimum, the following: a title page, a table of contents, an executive summary, an introduction, a technical discussion with conclusions and include, as applicable, supporting graphs, tables and figures.

The Project Authority will review the draft Report / Study and provide comments within two weeks from date of receipt.

8.3 Final Report / Study

After approval of the draft report / study, a final report / study must be submitted by the Contractor to the Project Authority. The conditions which applied to the draft report / study will also apply to the final report / study. Any modifications or editorial changes to the draft report / study must be implemented by the Contractor.

8.4 Language

The Contractor may submit the deliverables in the official language of its choice.

9. Technical Environment

All reports must be delivered in electronic format using the most appropriate of formats a) through d) listed below. Any hard copy final documents (excluding progress reports) shall be bound in a professional manner (e.g. cerlox, coil, tape bound, etc.). One electronic copy of all documents (including reports, presentations, and data sets) shall be delivered in the following formats, as appropriate:

- a) Adobe Acrobat (PDF)
- b) Microsoft Office (Word/Excel/PowerPoint)
- c) Native format of modeling tool or computer program
- d) Identify any SWC standards that must be used by the contractor.

If information is provided using native format of modeling tool or computer program, then the same information must also be provided using one or more of the aforementioned formats. A copy of all reports and documentation shall be provided on completion of the contract, electronically in the format requested by the Project Authority on an appropriate media (CD/DVD, USB, e-mail attachment, electronic file transmission system).

10. Departmental Support

The Project Authority will be responsible for approving and accepting Contractor deliverables. Additionally, as required for the completion of the work, the Project Authority will:

- a) Ensure that appropriate subject matter experts and stakeholders are available to the Contractor, as required, to provide input, answer questions, evaluate deliverables and participate in meetings;
- b) Provide available reference and supporting documentation to the Contractor;
- c) Review and provide comments on draft reports and all submitted deliverables;
- d) Provide the Contractor with other as-required assistance to enable the Contractor to proceed on schedule with the completion of the deliverables.

11. References

List

**APPENDIX 1
ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

**APPENDIX 2 to PART 5 OF THE BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)