



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

**Public Prosecution Service of Canada  
Attn: Nathalie Simon  
[Nathalie.simon@ppsc-sppc.gc.ca](mailto:Nathalie.simon@ppsc-sppc.gc.ca)**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Prosecution Service  
of Canada**

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

**Proposition aux: Service des poursuites  
pénales du Canada**

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

**Instructions : See Herein**

**Instructions: Voir aux présentes**

**Issuing Office – Bureau de distribution**

Public Prosecution Service of Canada  
Service des poursuites pénales du Canada  
Acquisitions Division  
284 Wellington Street  
Place Bell Centre  
Ottawa, ON K1A 0H8

Title – Sujet Historical Relationship, Indigenous Realities, Trauma and Gladue Reports Training	
Solicitation No. – N° de l'invitation <b>1000031052</b>	Date <b>July 20 , 2022</b>
Solicitation Closes – L'invitation prend fin at – à 2:00 PM <b>on – August 15, 2022</b>	Time Zone <b>Fuseau horaire EDT - HAE</b>
F.O.B. - F.A.B. <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
Address Inquiries to: - Adresser toutes questions à :  <b><a href="mailto:Nathalie.simon@ppsc-sppc.gc.ca">Nathalie.simon@ppsc-sppc.gc.ca</a></b>	
Telephone No. – N° de téléphone :  <b>613-716-2394</b>	
Destination – of Goods, Services, and Construction: <b>Destination – des biens, services et construction :</b> See Herein	
Delivery required - Livraison exigée See Herein	
Vendor/firm Name and address <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
Facsimile No. – N° de télécopieur <b>Telephone No. – N° de téléphone</b>	
Name and title of person authorized to sign on behalf of Vendor/firm <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
<hr/> <b>(type or print)/ (taper ou écrire en caractères d'imprimerie)</b>	
<hr/> <b>Signature</b>	<hr/> <b>Date</b>



## **Important Notice to Bidders:**

### **Conditional Set-Aside under the Procurement Strategy for Indigenous Business**

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business.

In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB. If bids from two (2) or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

The Public Prosecution Service of Canada (PPSC) has a requirement for the development and delivery of virtual training structured to all employees. This structure refers to four (4) Modules, which are:

- 1- Historical Context
- 2- Cultural competency/anti-racism/current Indigenous realities
- 3- Trauma
- 4- Gladue principles and report.

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

**1.2.2** This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

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

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

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the



Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

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

### **1.3 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.

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Bids

The bids must be received by the Contract Authority, [Nathalie.simon@ppsc-sppc.gc.ca](mailto:Nathalie.simon@ppsc-sppc.gc.ca) at the location identified by the date, time and place indicated on page 1 of the solicitation.

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.3 Applicable Laws

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

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



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid One (1) soft copy by email
- Section II: Financial Bid One (1) soft copy by email
- Section III: Additional Information One (1) soft copy by email

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- a) formatted to print on use 8.5 x 11 inch (216 mm x 279 mm) paper.
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- a) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- b) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- c) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
  - i. 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
  - ii. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs or binders.

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

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

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

#### **Section II: Financial Bid**

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

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

The evaluation team will determine first if there are two or more bids with a valid PSAB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) The mandatory technical criteria are described as below.

<b>Mandatory Technical Criteria (MT)</b> For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.  "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.			
<b>Mandatory Technical Criterion</b>			
<b>Requirement</b>	<b>Required Supporting Information</b>	<b>Met/Not Met</b>	<b>Cross reference to proposal</b>
<b>MT1</b> The Bidder must demonstrate, at bid closing, within the proposed resource's resume, that they are able to provide indigenous training in both English and French.			
<b>MT2</b> The Bidder must provide, at bid closing, 2 examples of training programs offered or managed within the last five (5) years, demonstrating experience in developing and delivering training across Canada to the Private and Public legal community:  Example of training programs on Indigenous related realities pertaining to the following  1- Historical Context			





2- Cultural competency/anti-racism/current Indigenous realities			
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**4.1.1.2 Point Rated Technical Criteria**

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (ii) The rated requirements are described as below.

POINT RATED REQUIREMENTS				
No.	Rated Criteria	Bidder Substantiating Detail/Proposal Reference	Points Breakdown	Max Points
R1	The Bidder must provide, at bid closing, two (2) training programs offered within the last five (5) years, demonstrating experience in developing and delivering (virtual or in person) training on Indigenous realities to the legal community across Canada.	*Based on the R1 Criteria Weight Definitions below	Excellent = 40pts Good = 30pts Fair = 10pts Unsatisfactory = 0pts	/40
R2	The Bidder must provide, at bid closing, two (2) training programs offered within the last five (5) years, demonstrating experience in developing and delivering (virtual or in person) training on Indigenous realities to the legal community within to federal government departments and or agencies.	*Based on the R2 Criteria Weight Definitions below	Good = 30pts Fair = 20pts Unsatisfactory = 0pts	/30
R3	The Bidder, at bid closing, must demonstrate that they have experience in including provincial and territorial specific Indigenous, First Nations, Inuit and Metis realities into their training.	*Based on the R3 Criteria Weight Definitions below	Good = 30pts Fair = 20 pts Unsatisfactory = 0pts	/30

Total Score out of 100	/100
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**A minimum score of 70 is required to pass.**

**→ The same Training Program example may be provided to satisfy the requirements of mandatory and point rated criteria.**



**\*Criteria Weight Definitions (R1)**

Rating	Description	Points
<b>Excellent</b>	<p>The bidder demonstrated <b>excellent</b> experience in developing and delivering (virtual or in person) training on Indigenous realities to the legal community across Canada.</p> <p>The bidder demonstrated in the 2 examples given that the training programs offered within the last 5 years possessed:</p> <ul style="list-style-type: none"> <li>- A significant amount (4 and more) of educational tools (ex: videos, questionnaires, training material, visual presentations, expert opinions, valid references, etc)</li> <li>- Delivered their training programs to over 1 000 participants in total of the combined sessions in the last 5 years.</li> <li>- The totally of the training or a significant part of it was endorsed by First nations and – or Inuit and –or Metis advisors</li> </ul>	<b>40</b>
<b>Good</b>	<p>The bidder demonstrated <b>good</b> experience in developing and delivering (virtual or in person) training on Indigenous realities to the legal community across Canada.</p> <p>The bidder demonstrated in the 2 examples given that the training programs offered within the last 5 years possessed:</p> <ul style="list-style-type: none"> <li>- An average amount (between 4 to 2) of educational tools (ex: videos, questionnaires, training material, visual presentations, expert opinions, valid references, etc.)</li> <li>- Delivered their training programs to 500 to1 000 participants in total of the combined sessions in the last 5 years.</li> <li>- Some parts of the training was endorsed by First nations and – or Inuit and – or Metis advisors</li> </ul>	<b>30</b>
<b>Fair</b>	<p>The bidder demonstrated <b>fair</b> experience in developing and delivering (virtual or in person) training on Indigenous realities to the legal community across Canada.</p> <p>The bidder demonstrated in the 2 examples given that the training programs offered within the last 5 years possessed:</p> <ul style="list-style-type: none"> <li>- A small amount (from 1 to 2) of educational tools (ex: videos, questionnaires, training material, visual presentations, expert opinions, valid references, etc.)</li> <li>- Delivered their training programs to 1 up to 500 participants in total of the combined sessions in the last 5 years.</li> <li>- One part of the training was endorsed by First nations and – or Inuit and –or Metis advisors</li> </ul>	<b>10</b>
<b>Unsatisfactory</b>	<p>The bidder has not demonstrated fair experience in developing and delivering (virtual or in person) training on Indigenous realities to the legal community across Canada.</p>	<b>0</b>



### Criteria Weight Definitions (R2)

Rating	Description	Points
<b>Good</b>	The bidder demonstrated good experience in developing and delivering training (virtual or in person) on indigenous related realities across Canada to the legal community within federal government departments and or agencies. They offered training to the legal community of two (2) or more government departments and or agencies.	<b>30</b>
<b>Fair</b>	The bidder demonstrated fair experience in developing and delivering training (virtual or in person) on indigenous related realities across Canada to the legal community within to federal government departments and or agencies. They offered training to the legal community of one (1) government department and or agency.	<b>20</b>
<b>Unsatisfactory</b>	The bidder has not demonstrated experience in developing and delivering training (virtual or in person) on indigenous related realities across Canada to the legal community within to federal government departments and or agencies.	<b>0</b>

### Criteria Weight Definitions (R3)

Rating	Description	Points
<b>Good</b>	The bidder demonstrated <b>good</b> experience in including regional and territorial specific indigenous realities into their training. The training includes <b>5 or more</b> examples of Indigenous realities that are specific to provincial or territorial realities.	<b>30</b>
<b>Fair</b>	The bidder demonstrated <b>fair</b> experience in including regional and territorial specific indigenous realities into their training. The training includes <b>less than 5</b> examples of Indigenous realities that are specific to provincial or territorial realities.	<b>20</b>
<b>Unsatisfactory</b>	The bidder has not demonstrated fair experience in including regional and territorial specific indigenous realities into their training.	<b>0</b>

#### 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection

Basis of Selection – Highest Combined Rating of Technical Merit (70 %) and Price (30%)

##### 4.2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified at 4.1.1.2 Point Rated Technical Criteria.

**4.2.2** Bids not meeting 4.2.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

**4.2.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ration will be 70% for the technical merit and 30% for the price.



4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.7 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.2.8 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OSi x 70)</b>	<b>Pricing Score (LP/Pi x 30)</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 70 = 62.23	50/60 x 30 = 24.99	87.22
<b>Bidder 2</b>	98/135 x 70 = 50.82	50/55 x 30 = 27.27	78.09
<b>Bidder 3</b>	82/135 x 70 = 44.10	50/50 x 30 = 30.00	74.10



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certification Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 Additional Certification Required with the Bid

##### 5.1.2.1 Conditional Set-aside for Indigenous Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification (refer to Annex C) is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

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

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

#### 5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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



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

### **6.1 Security Requirements**

At the date of bid closing, the following conditions must be met:

**6.1.1** The Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

**6.1.2** The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;

**6.1.3** The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Work to be performed is detailed under Annex A "Statement of Work".

#### **7.1.1 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### **7.1.2 Task Authorization Process**

- 7.1.2.1 The Contracting Authority will provide the Contractor with a description of the task using a task authorization form.
- 7.1.2.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
- 7.1.2.3 The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 7.1.2.4 The Contractor must not commence work until the Contractor has received a TA authorized by the Project Authority. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

[2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **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 period of the Contract is from date of Contract award to September 30 2023.

#### **7.4.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor 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:

Name: Nathalie Simon  
Title: Acquisition officer  
Address: 160 Elgin, Place Bell, 12<sup>th</sup> floor, Ottawa, ON K1A 0H8  
Telephone: 613-716-2394  
E-mail address: [Nathalie.simon@ppsc-sppc.gc.ca](mailto:Nathalie.simon@ppsc-sppc.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: [\(to be insert at the contract award\)](#)

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

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

### 7.5.3 Contractor's Representative [\(to be insert at the contract award\)](#)

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





## 7.6 Payment

### 7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Applicable Taxes are extra.

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

### 7.6.2 Limitation of Expenditure

7.6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be insert at the contract award). Applicable Taxes are extra.

7.6.2.2 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.

7.6.2.3 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:

- (i) when it is 75% committed, or
- (ii) four months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

## 7.7 Invoicing Instructions

7.7.1 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.

7.7.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

Attention : Nathalie O'Brien  
[Nathalie.obrien@ppsc-sppc.gc.ca](mailto:Nathalie.obrien@ppsc-sppc.gc.ca)



## 7.8 Certifications and Additional Information

### 7.8.1 Indigenous Business Certification

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the *Supply Manual*.

The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

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 Quebec.

### 7.10 Priority of Documents

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

- a. The Articles of Agreement;
- b. The general conditions [2035](#) (2022-05-12), General Conditions - Higher Complexity - Services;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Set-Aside for Indigenous Businesses; and
- f. The Contractor's bid dated \_\_\_\_\_, [to be insert at the contract award](#)

### 7.11 Dispute Resolution

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



## ANNEX A - STATEMENT OF WORK

### 1. Title

Public Prosecution Service of Canada – Historical Relationship, Indigenous Realities, Trauma and Gladue Reports Training

### 2. Objective

To develop and deliver a pre-approved training structure to all employees of the Public Prosecution Service of Canada (PPSC). This structure refers to four (4) Modules, which are:

- 1- Historical Context
- 2- Cultural competency/anti-racism/current Indigenous realities
- 3- Trauma
- 4- Gladue principles and report.

### 3. Background

Reconciliation with Indigenous peoples is one of the most pressing issues facing Canada today. Public Prosecution Service of Canada (PPSC) plays a pivotal role in the criminal justice system. The over-representation of Indigenous peoples in the criminal justice system has been historically high and this rate keeps going up.

We at the Public Prosecution Service of Canada (PPSC) need to have a better understanding of this and play a part in helping curb these rates while still fulfilling our mandate.

### 4. Tasks

#### 4.1 The supplier must:

- Develop and deliver training sessions to accomplish the aforementioned objective at Section 2 of this Statement of Work;
- Provide a course outline, to be approved by the Project authority;
- Provide all course materials (e.g. books, handouts, etc.) for each session and must be included in the price proposal, no supplementary course material will be accepted;
- Adapt sessions in order to respond to the different indigenous realities of each specific provincial and territorial boundaries.

#### 4.2 Session could include:

- Classroom-like instruction, practical exercises and review/feedback session;
- All electronic and print materials needed to complete the training program;

#### 4.3 Following the basic indigenous training/Modules sessions, participants should have a better understanding of these concepts:

##### 4.3.1 Historical Context

- a. Explain the distinctions between First Nations, Inuit and Métis peoples as each has a distinct and unique customs, language and history
- b. Define regional distinctions and realities

##### 4.3.2 Cultural Competency, Anti-Racism and Current Realities

- a. Clearly define and explain the concepts of race, racism, culture, challenging stereotypes; understanding affinity/unconscious/cultural bias; and how to become inter-culturally intelligent.



- b. Cover present day realities of socio-economic conditions, systemic discrimination and the over-representation of Indigenous peoples in the criminal justice system.

#### **4.3.3 Trauma and Intergenerational Trauma**

- a. Introduction to Trauma-Informed Lawyering  
Define and explain the concepts of trauma (its effects on the brain including the overuse of drugs and alcohol), intergenerational trauma and trauma-informed lawyer.  
Explain how the traumatized brain can be rehabilitated to help people not to reoffend.  
Explain how trauma can affect all the players that come into contact with the criminal justice system.  
Conduct an interactive activity/session to help promote self-awareness, courageous conversations, and meaningful engagement by all participants.  
Explore and identify with participants some of their barriers and boundaries when working in high conflict environments that should lead to an intersectional trauma-informed lawyering framework.
- b. Empathy, Safety and Empowerment: Strategies for Becoming a Trauma-Informed Lawyer  
Assist participants in finding trauma-informed strategies for creating a safe space for others while balancing empathy and compassion with service delivery.  
Assist participants in exploring strategies for creating a safe space for others while balancing empathy and compassion with service delivery.
- c. Cultural Humility as a Pathway to Accountability, Achieving Equity & Real Connection  
Introduce participants to the cultural humility framework while distinguishing it from cultural competence, cultural safety and cultural awareness.  
Using this component, offer guidance to the participants on how to offer best practices when working with Indigenous people, while recognizing them as experts in their own lived experience.
- d. Intergenerational and Vicarious Trauma as an Occupational Hazard: Practicing Collective Care Strategies & Inviting Vicarious Resilience into the Workplace  
Clearly define intergenerational and vicarious trauma and vicarious resiliency.  
Introduce participants to the concept of intergenerational and vicarious trauma, while distinguishing it from compassion fatigue and burnout.  
Present examples of risk factors that attract vicarious trauma including collective trauma, unhealed personal traumas and offer an examination as to why workplaces and organizations should consider recognizing vicarious trauma as an occupational hazard or risk.

#### **4.3.4 Gladue Principals and Reports**

- a. Introduction to policy foundations of s.718.2(e) and Gladue  
Historical and current trends in incarceration rates  
Complexities in court, use of social context evidence before and after Gladue  
Gladue today: Differing approaches nationally and remedial impacts
- b. Gladue as social context 'evidence'  
Reconciling a legal requirement with the risks of hearsay  
Understanding the tension between legal requirements and oral histories  
Colonialism and the challenge of confirming Indigenous stories



Indigenous offending patterns and Gladue.

c. Working with different Gladue Formats

Gladue Reports

Presentence Reports with Gladue content

Oral submissions

Gladue in different contexts (courts: bail, sentencing, DO/LTO, parole, mental health review board; CSC, PBC, YCJA)

The responsibilities of prosecutors to know how the law relates practically, where to get support, where to get information and how to use the Gladue reports.

Gladue today: Differing approaches in different provinces/territories and remedial impacts.

d. Practical realities to remember, moving forward, and in conclusion, focussing on the larger context of Gladue and how our response to Gladue fit within the larger matter of reconciliation.

TRC/UND Act and the role of the CJS in reconciliation.

**5. Deliverables**

Online training with either one of the following or the other platforms, Zoom, Webex or Ms Team.

**5.1** Table 1 below provides details of training delivery by regional office for a minimum of 16 trainings, up to 13 in English and 3 in French.

**TABLE 1**

REGION	LANGUAGE	INDIGENOUS GROUP
Atlantic Region	English and or French	Provincial and Specific Indigenous, First Nations, Inuit or Metis related group adaptation
Quebec Region	French and or English	
National Capital Region	English and or French	
Headquarter office	English and or French	
Corporate Services Branch	English and or French	
Ontario Region	English	
Saskatchewan Region	English	
Manitoba Region	English	
Alberta Region	English	
British Columbia Region	English	
Yukon Region	English	
North West Territories Region	English	
Nunavut Region	English	



## 5.2 Format of deliverables

Deliver of training session in two (2) half-days:

- The first half-day will cover the following modules: (1) the historical context and (2) the cultural competency/anti-racism/current realities.
- The second half-day will be dedicated to: module (3) trauma and module (4), Gladue principles and report. Modules 1, 2 and 3 will be offered to all PPSC employees and module 4 will be offered only to PPSC prosecutors, legal managers and paralegals.

\* See Section 4 - Tasks of this Statement of Work for more details.

All deliverable handouts must be provided in an electronic format (PDF, MS Word, MS PowerPoint) to the Project Authority.

## 6. Language of work

The work must be delivered in both official languages, English and French.

## 7. Location of work

Location of work is virtual.

## 8. Environmental Considerations

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Public Prosecution Services of Canada encourages product/service Contractors to improve their operations to reduce their negative impact on the environment.

### 8.1 Environmental Properties Behaviour Recommended

#### 8.1.1 Paper Consumption:

Project Authority and the Contractor are encouraged to:

- Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

#### 8.1.2 Shipping and Packaging

The Contractor is encouraged to:

- Reduce packaging volume and weight for any goods shipped to PPSC
- Use reusable shipping materials, including reusable plastic, crates and corrugated boxes.

## 9. Availability of Personnel

The Contractor certifies that he/she, its employees and subcontractors will be available to commence performance of the work from the Contract award date and will remain available to perform the work in relation to the fulfillment of this requirement



**ANNEX B - BASIS OF PAYMENT**

During the period of the contract, for work performed in accordance with the Annex A, Statement of Work, the Contractor will be paid as specified below. Cost per training session must include:

- 1) Preparation, adaptation to specific indigenous group for each region and delivery of the training session
- 2) Material Cost
- 3) Other Direct Costs (if applicable)

No supplementary costs will be accepted. Applicable taxes are extra.

**→ Offer must use the below Basis of payment grid to submit their proposals**

Tasks	A Initial Contract Period From contract award date to Sept. 31, 2023	B Option Period 1 October 1, 2023 to Sept. 31, 2024	C Option Period 2 October 1, 2024 to Sept. 31, 2025
Develop the basic training program including all 4 modules			
Training session – Atlantic Region			
Training session – Quebec Region			
Training session - National Capital Region			
Training session - Headquarter office			
Training session - Corporate Services Branch			
Training session - Ontario Region			
Training session - Saskatchewan Region			
Training session - Manitoba Region			
Training session - Alberta Region			
Training session - British Columbia Region			
Training session - Yukon Region			
Training session - Northwest Territories Region			
Training session - Nunavut Region			
<b>Total without taxes</b>	\$	\$	\$
<b>Taxes</b>	\$	\$	\$
<b>Total amount with taxes</b>	\$	\$	\$
<b>OVERALL TOTAL AMOUNT (column A + B+ C)</b>	\$		



Public Prosecution  
Service of Canada

Service des poursuites  
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### ANNEX C - SET-ASIDE FOR INDIGENOUS BUSINESS

**1. Set-aside for Indigenous Business**

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

**2. The Bidder:**

- a. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- b. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- c. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

**3. The Bidder must check the applicable box below:**

- a.  The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

- b.  The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.

**4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.**

**5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.**

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

- a. I am the owner of \_\_\_\_\_ (insert name of business), and an Indigenous person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Indigenous Business".
- b. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

\_\_\_\_\_  
**Printed name of owner**

\_\_\_\_\_  
**Signature of owner**

\_\_\_\_\_  
**Date**