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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

**1.1.1** No security requirement required for this requirement.

### **1.2 Statement of Work**

**1.2.1** **B4007T** (2014-06-26) - The Work to be performed is detailed under Annex A: Statement of Work of the resulting contract clauses.

### **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 five (5) 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

- 2.1.1** 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.
- 2.1.2** 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.
- 2.1.3** The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Former Public Servant

- 2.2.1** [A3025T](#) (2020-050-04) - 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.

## 2.2.2 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## 2.2.3 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.

## 2.3 Enquiries - Bid Solicitation

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

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

## 2.4 Applicable Laws

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

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

## **2.5 Bid Challenge and Recourse Mechanisms**

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

## ATTACHMENT 1 TO PART 2 - CONFIDENTIALITY AGREEMENT

TO: HIS MAJESTY THE KING IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED  
BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES

The description of the requirement of bid solicitation No. W4938-23-101S contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

(INSERT COMPANY LEGAL NAME) (the Supplier) agrees that:

- a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above; and
- c) At close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- c) is independently developed by the Supplier; or
- d) Is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

\_\_\_\_\_  
Supplier's legal name

\_\_\_\_\_  
Signed by its authorized representative

\_\_\_\_\_  
Date

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

**3.1.1** If the Bidder submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions to [j4log-logj4@forces.gc.ca](mailto:j4log-logj4@forces.gc.ca).

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

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

**3.1.3** Bidder must submit a Section I, III and IV bundle per research question per resource and Section II, Financial Bid to include all prices in one Basis of Payment form as per Annex C.

**3.1.4** Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
  - Canada's Net-Zero Challenge;
  - the United Nations Race to Zero;
  - the Science-based Targets Initiative;
  - the Carbon Disclosure Project;
  - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

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

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same



headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex C.

### **3.2 Electronic Payment of Invoices – Bid**

**3.2.1** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “**B**” Electronic Payment Instruments, to identify which ones are accepted.

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

### **3.3 Exchange Rate Fluctuation**

**3.3.1** C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.4 SACC Manual Clauses**

#### **3.4.1 Accessibility**

**3.4.1.1** In accordance with the Treasury Board Contracting Policy and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must:

- (a) demonstrate how the bidder’s proposed goods and/or services meet the accessibility requirement at delivery; or
- (b) describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including point rated technical, certifications and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Point Rated Technical Criteria

Number	Mandatory Criterion	Instruction to Bidder	Evaluation Criteria
M.1	Expertise	Name of proposed contributor resume to include 200 word summary of relevant expertise, education, publications etc	<p>5 Points: Expert: clear evidence that the individual is a leading scholar in the field with well-established record of high-quality research.</p> <p>4 Points: High: evidence demonstrating a comprehensive understanding of the topic area and capacity to generate quality research outputs</p> <p>3 Points: Average: evidence that indicates an acceptable level of knowledge of the topic area and potential to generate sound research outputs</p> <p>2 Points: Minimally Acceptable: evidence indicating a narrow or shallow knowledge of the topic area and limited potential to generate graduate level research outputs.</p> <p>1 Point: Below Standard: insufficient evidence of relevant knowledge or research capacity.</p> <p><i>Comment: when a submission represents multiple authors, each will be assessed and Expertise scores averages</i></p>
M.2	Relevance	Address the topic by	5 Points: High (or excellent or

	Requirement	providing a short summary (max 500 words).	<p>comprehensive): draws across the relevant academic literature and/or body of professional policy, doctrine and procedures to provide a comprehensive paper that fully addresses the objective, scope and tasks presented in the sub-category SOW</p> <p>4 Points: Significant: draws across much of the relevant academic literature and/or body of professional policy, doctrine and procedures to provide an integrated paper that addresses the majority of the objective, scope &amp; tasks presented in the sub-category SOW;</p> <p>3 Points: Average (or adequate): draws on key ideas in the academic literature and/or body of professional policy, doctrine and procedures to provide an effective review that addresses some but not all of the objective, scope &amp; tasks presented in the sub-category SOW</p> <p>2 Points: Minimally acceptable: draws on selected ideas in the academic literature and/or body of professional policy, doctrine and procedures to provide a basic review that only addresses issues that are tangential to the objective, scope &amp; tasks presented in the sub-category SOW</p> <p>1 Points: Below standard: scope of proposal is not relevant to the objective, scope &amp; tasks presented in the sub-category SOW</p>
Minimum Points Required: 6 points			Maximum Points Available: 10 points

**4.2 Basis of Selection**

**4.2.1 A0036T (2007-05-25) Basis of Selection – Highest Rated Within Budget**

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

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

**4.2.1.2** Bids not meeting (a) or (b) or (c) will be declared nonresponsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

**5.1.1** 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.

**5.1.2** 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.

### **5.1.3 Certifications Required with the Bid**

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

### **5.1.4 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 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.

## **5.2 Additional Certifications Required with the Bid**

**5.2.1.2** The Bidder:

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

**5.2.1.3** The Bidder must check the applicable box below:

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

**5.2.1.4** 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.

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

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

**5.3.1** The certifications and additional information listed will be submitted with the bid. 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 provided will render the bid non-responsive.

#### **5.3.2 Education and Experience**

**5.3.2.1** **A3010T** (2010-08-16) - The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

#### **5.3.3 Artificial Intelligence Tools**

**5.3.3.1** All ideas and text incorporated through automated tools has been verified by the lead author as accurate, coherent, and relevant.

#### **5.3.4 Integrity Provisions – Required Documentation**

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

#### **5.3.5 Security Requirements – Required Documentation**

**5.3.5.1** There are no security requirements for this requirement.

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

**5.3.5.1** 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.

**5.3.5.2** 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 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

6.2.1 **B40007C** (2014-06-26) The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

### 6.3 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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

6.3.1.1 **2010C** (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 **2040** (2022-12-01), General Conditions – Research and Development

### 6.4 Term of Contract

6.4.1 **A9022C** (2007-05-25) The period of the Contract is from date of Contract to 31 March 2024 inclusive.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

6.5.1.1 The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Canadian Defence Academy  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

6.5.1.2 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.

#### 6.5.2 Project Authority

**6.5.2.1** The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Canadian Defence Academy  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.5.2.2** 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.

**6.5.3 Contractor's Representative**

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

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

**6.6.1** **A3025C** (2020-05-04) - By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

**6.6.2** **A3025T** (2020-05-04) - 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.

### 6.6.3 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### 6.6.4 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.

## 6.7 Payment

### 6.7.1 Basis of Payment

### 6.7.2 Limitation of Price

**6.7.2.1** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a Firm Price of \_\_\_\_\_ (inserted at contract award). Customs duties are included, and Applicable Taxes are included.

**6.7.2.2** **C6000C** (2017-08-17) 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.

### 6.7.3 Terms Of Payment

**6.7.3.1** **H1001C** (2008-05-12) Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

### 6.7.4 **H4012C** (2010-01-11) Schedule of Milestones

Milestone No.	Description of "Deliverable"	Firm Amount	Due Date
M001	Outline		4 weeks following Contract Award
M002	Draft		8 weeks following Contract Award
M003	Final product		12 weeks following Contract Award

### 6.7.5 Electronic Payment of Invoices – Contract

**H3027C** (2016-01-28) The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI); or
- c. Wire Transfer (International Only).

### 6.7.6 Invoicing Instructions

**6.7.6.1** 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.

**6.7.6.2** Each invoice must be supported by confirmation from the Project Authority identified under the section entitled "Authorities" that deliverable being invoiced has been accepted and meets all terms,

**6.7.6.3** Invoices must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

**6.8.1.1** 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.

### **6.8.2 SACC Manual Clauses**

**6.8.2.1** [A3000C](#) (2022-05-12) - 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*.

**6.8.2.2** 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.

**6.8.2.3** Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## **6.9 Applicable Laws**

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

## **6.10 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 [2010C](#) (2022-.12-01);
- (c) Annex A, Statement of Work;
- (d) Annex C, Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 6.11 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

## 6.12 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](#)".

## 6.13 Intellectual Property Infringement and Royalties

**6.13.1** The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

**6.13.2** If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

**6.13.3** The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages

and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

**6.13.4.** If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

**6.13.5** If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX A: STATEMENT OF WORK**

### **1.0 Purpose**

**1.1** The purpose of this Statement of Work (SOW) is to define the scope, deliverables and the contractual conditions that apply to the Professional-based analysis and to define the Department of National Defence (DND) requirements.

### **2.0 Background**

**2.1** The Dallaire Centre of Excellence for Peace and Security (COE) provides expertise and capacity to inform the Canadian Armed Force's operational requirements to address complex peace and security issues through research and professional-based analysis, expertise and best practices to contribute to policy and concept development, doctrine, military training and education, and related personnel-readiness enablers. To fulfill this mandate, the COE requires expert analyses in the form of Research Papers as specified in this Statement of Work.

### **2.2 List of Abbreviations and Acronyms**

APA:	American Psychological Association
ASCOPE:	Areas, Structures, Capabilities, Organizations, People and Events
CAF:	Canadian Armed Forces
CAAC:	Children and Armed Conflict
CDA:	Canadian Defence Academy
CHX:	Cultural Heritage Exploitation
COE:	Centre of Excellence
CPP:	Cultural Property Protection
CRSV:	Conflict Related Sexual Violence
CTHB:	Combatting Trafficking in Human Beings
DCAF:	Geneva Centre for Security Sector Governance
DND:	Department of National Defence
EDII:	Equity, Diversity, Inclusion and Indigeneity
NATO:	North Atlantic Treaty Organization
PME:	Professional Military Education
PMESII:	Political, Military, Economic, Social, Information and Infrastructure

SEA: Sexual Exploitation and Abuse

SOW: Statement of Work

UN: United Nations

UNESCO: United Nations Educational, Scientific and Cultural Organization

### **3.0 REQUIREMENTS**

**3.1** The specific requirement is for the provision of expert analysis of one (1) or more formulated Research Questions located in Appendix A and B of Annex A Statement of Work.

### **4.0 SCOPE OF WORK**

**4.1** Using appropriate resources to conduct expert analyses in the form of Research Papers as specified in this Statement of Work.

### **5.0 LIMITATIONS AND CONSTRAINTS**

**5.1** There will not be a requirement for the Contractor to access information available exclusively at Canada's facilities.

**5.2** All reports, documents, processes, and deliverables developed and/or updated by the Contractor personnel must be for the review, approval, and signature of the TA.

**5.3** Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the Contractor services. Contractor personnel must limit themselves to providing comments and recommendations only to the TA on these issues.

**5.4** The personnel of the Contractor providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.

**5.5** During the performance of the Contract, the Contractor and their personnel must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.

**5.6** At all times during the provision of the required services, the Contractor personnel are not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded). Proprietary technical information may be provided to Contractor personnel in the performance of the services if the Non-Disclosure Agreement contained in the Contract is duly executed by the Contractor personnel.

**5.7** All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract remains the property of Canada.

**5.8** All reports, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract must be used solely in support of this requirement.

- 5.9** The Contractor must safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person, or agency external to DND without the express written permission of the TA.
- 5.10** Such information and material must be returned to the TA upon completion of the services or when requested by the TA.
- 5.11** All correspondence initiated by the Contractor personnel must be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as written correspondence in any format.
- 5.12** The Contractor must ensure that their personnel do not use either Government of Canada or DND designations, logos, or insignia on any business cards, cubicle/office signs, or written/electronic correspondence that in any manner lead others to perceive Contractor personnel as being an employee of Canada.
- 6.0 DND SUPPORT TO CONTRACTOR**
- 6.1** To aid the Contractor in the provision of the required services, the following information, materials, and assistance will be provided if available and deemed appropriate by the TA:
- 6.1.1** data and documents deemed necessary by the TA for the provision of services under this SOW;
- 6.1.2** consultation with the TA and other specialists may be arranged by the TA; and
- 6.1.3** other information, data, and assistance available and requested by the Contractor subject to concurrence by the TA.
- 6.1.4** The Contractor is advised that the above does not represent a commitment by Canada and that it is the Contractor's sole responsibility to provide all services required to perform the Contract. The Contractor personnel must be able to work independently on all aspects of the required services.
- 7.0 DELIVERABLE**
- 7.1** Contractor must submit an initial outline of the key topics to be addressed, in bullet form to the Technical Authority within four (4) weeks of the contract being awarded;
- 7.2** Contractor must submit a draft research paper following the approved outline in accordance with Annex "A", addressing the specified question(s) as awarded in the contract, in either English or French, within eight (8) weeks of the contract being awarded;
- 7.3** Contractor must submit the final research paper following the approved outline in accordance with Annex "A", addressing the specified question(s) as awarded in the contract, in either English or French, within 12 weeks of the contract being awarded; and;
- 7.3** The Contractor must submit the research paper to adhere to the 7th edition of the American Psychological Association (APA) style for format and citations including:
- a) in-text citations;
  - b) bibliography;



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- c) Acronyms only after they have been spelled out in their first occurrence;
  - d) Spelling consistent with the Oxford English Dictionary or Petit Robert;
  - e) Oxford comma when listing three or more items;
  - f) Sources included with all photos, images, graphs, and tables. If these elements are created by the author, please indicate so; and
  - g) All photos, images, graphs, and tables have a title and description embedded within the paper's argument.
- 7.4** For proper formatting and citation guidance, please consult the official American Psychological Association website, <https://apastyle.apa.org/style-grammar-guidelines>.
- 7.5** The Contractor must submit the research paper electronically as an editable Microsoft Word document using a word processor that produces a .docx file that is not locked.
- 7.6** The Contractor must submit the research paper with a cover sheet for the final submission. The cover sheet must contain the following information:
- a) Research paper title;
  - b) Author name(s);
  - c) Institutional affiliation;
  - d) Date of submission to Technical Authority;
  - e) Contract number;
  - f) Technical Authority;
  - g) Technical Authority's organization; and
  - h) Crown copyright statement if applicable, see the Intellectual Property Infringement and Royalties clause in contract.
- 8.0 LANGUAGE REQUIREMENTS**
- 8.1** Interactions with Technical Authority can be in French or English.
- 9.0 WORK LOCATION**
- 9.1** All work to be performed at the Contractor/Resource location.
- 10.0 TRAVEL AND LIVING EXPENSES**
- 10.1** There is no requirement for travel and living expenses.

## APPENDIX 1 TO THE STATEMENT OF WORK

### THEME: INDIGENOUS PERSPECTIVES IN PME

#### 1.0 OBJECTIVE

- 1.1 A central aspect of strategies to enhance diversity within the armed forces is the recognition that military teams perform better when they are able to draw on a range of perspectives, experiences and worldviews held by team members. As applied in the context of Equity, Diversity, Inclusion and Indigeneity (EDII) initiatives, this includes developing the capacities to incorporate Indigenous ways of knowing and doing with the recognition that these perspectives can differ significantly from the worldview and assumptions that underpin military thinking and analyses. It is also understood that there are specific considerations when doing so in an institution with an historical legacy. Thus, consideration needs to be given to the pedagogy to best develop awareness, understanding and incorporation of Indigenous worldviews and wisdom in the military context. A central question is how might culture be used as a pedagogical tool to facilitate reconciliation, within an inherently colonial enterprise? An extension is to assess how developing these capacities can enable CAF members to work effectively in international cross-cultural contexts.

#### 2.0 REFERENCES

[Minister of National Defence Advisory Panel on Systemic Racism and Discrimination – Final Report](#)

[Truth and Reconciliation Commission of Canada](#)

[United Nations Declaration On The Rights Of Indigenous Peoples](#)

#### 3.0 SCOPE

- 3.1 To conduct a review of the literature and publicly accessible reports that examine the pedagogy associated with Indigenous cultural perspectives with an emphasis on doing so in the military context.

#### 4.0 TASKS

- 4.1 The work to be performed is to conduct an academic review to:
- a. Provide an overview of military PME from various Indigenous perspectives. What can the experiences of Indigenous members of the CAF bring to an understanding of how PME can be strengthened in this area? Specific mention can be made of programmes for Indigenous peoples such as ILOY, CAFIEP, and summer training programmes, and experience within the Canadian Rangers.
  - b. What can be learned from how universities and colleges address Indigeneity play in particular linkages to the armed forces?
  - c. What role can professional military education institutions play in advancing Indigeneity and national reconciliation?
  - d. What are best practices and pedagogical approaches for integrating Indigenous knowledges and practices in professional military education?
  - e. What teaching strategies, activities or student-centered approaches to learning are most conducive to facilitating learning regarding Indigeneity in the military context?
  - f. Who should teach Indigenous knowledges and what considerations should be applied when those doing so are not Indigenous?

- g. How can learning be facilitated with activities such as lunch and learn with Elders and/or knowledge keeper?

## **ANNEX B to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI); or
- Wire Transfer (International Only).

**ANNEX "C" BASIS OF PAYMENT**

The total not to exceed **\$XXX.XX** (applicable taxes included, inserted at bid award) for services described in the Statement of Work (Annex A). Payment will follow the submission of an approved invoice.

<b>Theme C – Indigenous Perspectives</b>	<b>Extended Cost</b>
C1 – Indigenous Perspectives in PME	
<b>Applicable Taxes:</b>	
<b>Total:</b>	