



National Defence  
National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale  
Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

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

**CPCC Procurement**

By e-mail to:

[CPCCProcurement-ApprovisionnementCCPC@forces.gc.ca](mailto:CPCCProcurement-ApprovisionnementCCPC@forces.gc.ca)

Cc [Lucas.Shave@forces.gc.ca](mailto:Lucas.Shave@forces.gc.ca)

**Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à: Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

**Comments – Commentaires**

<b>Title – Titre</b> Training in Restorative Processes Formation sur les processus de restauration	<b>Solicitation No. – N° de l'invitation</b> W7809A124082
<b>Date of Solicitation – Date de l'invitation</b> January 18, 2024	
<b>Address Enquiries to: – Adresser toutes questions à:</b> <a href="mailto:Lucas.Shave@forces.gc.ca">Lucas.Shave@forces.gc.ca</a>	
<b>Telephone No. – N° de téléphone</b> N/a	<b>FAX No. – N° de fax</b>
<b>Destination</b> National Defence Headquarters 101 Colonel by Drive Ottawa, Ontario K1A 0K2	

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

**Solicitation Closes –  
L'invitation prend fin**

At: – à:

**8:00 AM Eastern Standard Time  
(EST)**

On: – le :

**26 January 2024,**

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name – Nom _____	Title – Titre _____
Signature _____	Date _____

Solicitation No. - N° de l'invitation

W7809A124082

Client Ref. No. - N° de réf. du client

W24082

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXXX

CCC No./N° CCC - FMS No./N° VME

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## **Bid Solicitation and Resulting Contract**

Training in Restorative Processes

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements for this contract

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A of the resulting contract clauses.

### **1.3 Comprehensive Land Claims Agreement(s)**

This procurement is not subject to the Comprehensive Land Claims Agreement(s).

### **1.4 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.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

#### **2.1.1 SACC Manual Clauses**

### **2.2 Submission of Bids**

Bids must be submitted only to the CPCC procurement mail box specified below by the date and time indicated on page 1 of the bid solicitation:

*CPCC Procurement Positional Mailbox*

[CPCCProcurement-ApprovisionnementCCPC@forces.gc.ca](mailto:CPCCProcurement-ApprovisionnementCCPC@forces.gc.ca)

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

## 2.2.1 Certifications

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

## 2.3 Former Public Servant

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.

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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 2 business days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

## 2.6 Bid Challenge and Recourse Mechanisms

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

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

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

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.

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**Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Bid**

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

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**Section IV: Additional information**

Bidders must submit additional information required under Part 5.

**3.1.1 Electronic Payment of Invoices – Bid**

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. The total amount of Applicable Taxes must be shown separately.

If Annex “B” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

**3.1.2 Exchange Rate Fluctuation**

[C3011T](#) 2013-11-06), Exchange Rate Fluctuation

**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 "technical", 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 Technical Criteria**

- a) Trainers must be able to provide guidance in managing high demands for service that is sensitive and complex with multiple harms and systemic barriers.
- b) Training should include a special focus on working with clients who have experienced sexual harm.
- c) Provide training in and Certificate of Participation for Basic and Advanced Circle Processes for up to 20 Restorative Practitioners.
- d) Access to a reliable contact person for questions.
- e) Fulfil dates outlined in statement of work

**4.1.1.2 Point Rated Technical Criteria**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - 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
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**POINT-RATED EVALUATION CRITERIA**

**TABLE 2:** The following rating scheme will be used to evaluate the Point Rated Technical Criteria for RT4.

Points	Description
0	Information provided does not address the criteria. Bidder receives 0% of the available points for this element.
6	The proposed Work Plan poorly demonstrates the required elements.
18	The proposed Work Plan satisfactorily demonstrates the required elements.
30	The proposed Work Plan exceptionally demonstrates the required elements.

#	POINT RATED CRITERIA	EVALUATION CRITERIA	MAX POINTS	BIDDER'S RESPONSE	
				DEMONSTRATED EXPERIENCE (BIDDERS TO INSERT DATA)	CROSS REF.
<b>THE BIDDER'S PROPOSED WORK PLAN</b>					



<b>RT4</b>	The proposed Work Plan will be evaluated as follows:	Each element will be given a score between 0 and 30 for a total of 150 points.			
<b>RT4.1</b>	The Bidder should demonstrate in its Work Plan that its approach and methodology are comprehensive and will complete all aspects of the Work as outlined in the SOW listed in Annex A.	Table 2.	30		
<b>RT4.2</b>	The Bidder should demonstrate in its Work Plan that the assignment of personnel, allocation of responsibilities, and Level of Effort are appropriate to the Work as outlined in the SOW listed in Annex A.	Table 2.	30		
<b>RT4.3</b>	The Bidder should demonstrate in its Work Plan that it has an effective Risk Management and Contingency Plan to account for foreseeable risks in the conduct of the Work as outlined in the SOW listed in Annex A.	Table 2.	30		
<b>RT4.4</b>	The Bidder should demonstrate in its Work Plan that it has an effective performance control system and management approach to the Work as outlined in	Table 2.	30		

	the SOW listed in Annex A.				
<b>RT4.5</b>	The Bidder should demonstrate in its Work Plan that it has an effective approach to the presentation of training sessions to support the Work as outlined in the SOW listed in Annex A.	Table 2.	30		
<b>Maximum points available:</b>			<b>150</b>		
<b>Minimum points required:</b>			<b>90</b>		

#### 4.1.1.3 Joint Venture Experience

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

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

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

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

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

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Contracting Authority, its bid will be declared non-responsive. Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either: o Contracts all signed by A; o Contracts all signed by B; or o Contracts all signed by A and B in joint venture, or o Contracts signed by A and contracts signed by A and B in joint venture, or o Contracts signed by B and contracts signed by A and B in joint venture. that show in total 100 billable days. d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### **4.1.3 Financial Evaluation**

SACC Manual Clause [A0036T](#) 2007-05-25

#### **4.2 Basis of Selection**

##### **4.2.1 SACC Manual Clause [A0036T](#) 2017-05-25**

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

Bids not meeting (a) or (b) or (c) will be declared non responsive.. 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**

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

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

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

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

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

##### **5.1.1 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 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.

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## 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 provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

### 5.2.2 Security Requirements – Required Documentation

There is no security requirement applicable to this Contract.

### 5.2.3 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.

### 5.2.4 Additional Certifications Precedent to Contract Award

#### 5.2.4.2 Status and Availability of Resources

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

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

#### 5.2.4.4 Education and Experience

##### 5.2.4.4.1 SACC Manual clause [A3010T](#) 2010-08-16 Education and Experience

## 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

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) (<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

[2010B](#) 2022-12-01 General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The Work is to be performed during the period(s) starting in February 26 until March 1 2024 for the first course. Advanced circle training will be determined from several dates outlined in SOW Section 3.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lucas Shave  
Procurement Officer  
DND/ Chief Professional Conduct and Culture  
[Lucas.Shave@forces.gc.ca](mailto:Lucas.Shave@forces.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.

#### 6.5.2 Project Authority

To be filled in at contract award

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

To be filled in at contract award

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

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

### 6.7 Payment

#### 6.7.1 Basis of Payment

##### **SACC Manual clause C0213C 2018-04-17 Basis of Payment - Firm Price – Services**

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

#### 6.7.2 Limitation of Expenditure

##### 6.7.2.1 Limitation of Price

SACC Manual clause [C6000C](#) 2017-08-17 Limitation of Price

#### 6.7.3 Terms of Payment H1000C 2008-05-12

Canada will pay the Contractor upon completion and delivery of the Work 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.

#### 6.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

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## 6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a) copy of time sheets to support the time claimed;
- b) copy of the release document and any other documents as specified in the Contract;
- c) copy of the monthly progress report.

Invoices must be distributed as follows:

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

\_\_\_\_\_ (will be complete at contract award)  
\_\_\_\_\_ (will be complete at contract award)

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

### 6.10 Applicable Laws

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

### 6.11 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 [2010B](#) 2022-12-01 General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) The Contractor's bid dated (filled in at contract award)\_\_\_\_\_

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## 6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract. 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.
- (b) 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.
- (c) 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**

**1.0 SCOPE Training in Restorative Processes**

<b>1.1 Purpose:</b>	<p>The purpose is to equip the Restorative Services (RS) Unit to build capacity within the current Program to effectively meet the restorative needs of the DND and build institutional integration. RS team members come from various backgrounds with various approaches to facilitation and restoration, it is therefore imperative that a baseline of facilitation, structure, and application is established in our most requested services (noted during IOC) dialogue and circles. It is further crucially important that the training is specifically built and delivered with both a trauma informed and anti-oppressive lens. RS Team members require trauma informed training in restorative processes comprising of Circle Processes that includes guidance in best practices and evaluation.</p>
<b>1.2 Background:</b>	<p>The RS Unit is an organization within the Support Services Directorate, which is part of the Director General Conflict and Support Services. The Director General oversees programs and services that addresses conflict within DND. The RS Unit provides restorative approaches to harm and serves all members of the Defense Team (military RegF/Res and civilian). After a 2019 RS pilot, in 2020, the RS Unit was established to deliver restorative services and respond to class action litigations. An "Initiating Directive" was issued in 2021 to accelerate the growth of RS across DND. The RS Unit was subsequently divided to deal with litigations and RS separately. The growth from a Pilot Project to a fully developed program operating at full capacity has its challenges in defining language of service, standards of practice, protocols, and policies. As there is no Canadian RJ training adapted to the government context at this time, looking at established best practices both internally and externally, accessing cutting edge community-based training that is current and contributing to restorative research and growth is imperative. As such, a trainer who understands how to deliver restorative approaches that is appropriate for a military environment, who can provide guidance in managing a high demand for service that is sensitive and complex and where parties have experienced multiple harms and systemic barriers is crucial.</p>
<b>1.3 Terminology (If Applicable):</b>	<p>CPCC Chief Professional Conduct and Culture  DND Department National Defence  FOC Final Operating Capacity  IOC Initial Operating Capacity  RS Restorative Services  RegF Regular Force  Res Reserve Force</p>

**2.0 APPLICABLE DOCUMENTS (If Applicable)**

n/a

**SECTION 3 REQUIREMENTS (SERVICES)**

- Trainers must show evidence of greater than 10 years of Restorative Practice and providing Training in Restorative Processes.
- The Trainer must be knowledgeable in designing restorative approaches, case management and approach evaluation.
- Trainers must be able to provide guidance in managing high demands for service that is sensitive and complex with multiple harms and systemic barriers.
- Training should include a special focus on working with clients who have experienced sexual harm.
- Provide training in and Certificate of Participation for Basic and Advanced Circle Processes for up to 20 Restorative Practitioners.

- The Training must include at least one in-person opportunity as well as the ability to deliver training via MS Teams in a virtual setting.
- Access to a reliable contact person for questions.
- The Restorative Services Team is available on the following dates:
  - For Basic Circle Training these dates are available: 26 - 29 February 2024 and 1 March 2024;
  - The Advance Circle Training can be offered on the following dates:
    - 27- 31 May 2024, **or** 3 – 7 June 2024;
    - 23- 27 September 2024; and
    - 18 – 22 November 2024 **or** 25 – 29 November 2024.
- Day(s) of the week and number of hours for training delivery:
  - Mondays to Fridays 8am – 4 pm; 7.5 hours each day for virtual settings and,
  - Tuesdays to Friday noon for in-person settings; 7.5 hours for 3 days and 4 hours on Friday.
- \_\_\_\_\_
- Training location: Supplier's facility (in person) and MS Teams (virtual).
- Travel and living expenses for instructor's (if applicable): N/A;
- Security clearance (if applicable): N/A

#### SECTION 4 DELIVERABLES

- Provide training in Basic and Advanced Circle Processes to apply to restorative processes for up to **20 Restorative Practitioners**.
  - **Basic Circle Process Objectives:**
    - Foundational principles of circle practice
    - Structure and designing circle processes (including participant preparation)
    - Applications of circle processes
    - Facilitating/managing challenging situations in circle
    - Role plays and observation
  - **Advanced Circle Process Objectives:**
    - Facilitating complex files
    - Adapting circle processes to meet varying client needs
    - Preparing participants (including individual(s) harmed, groups/units/teams, institutional representatives, military/civilian chain of commands etc.)
    - Managing practitioner care while facilitating complex circle processes
    - Role plays and observation
- Certificate of Participation in Basic and Advanced Circle Process
- The Basic Circle Training must be offered in-person. The Advanced Circle Training can be offered in-person or virtually.
- Access to a reliable contact person for questions.
- Training Resources and associated tools must be provided in both English and French.

#### Language of Work

- Training to be offered in English with training materials, resources and tools available in both English and French.

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## **ANNEX "B"**

### **PART 2 OF THE BID SOLICITATION**

#### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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