



**PROPOSAL TO THE DEPARTMENT OF PUBLIC SAFETY CANADA
VENDOR INFORMATION AND AUTHORIZATION**

Vendor Name and Address

Legal Status (incorporated, registered, etc)

GST or HST Registration Number and/or Business Identification Number (Revenue Canada)

Name and Title of Person authorized to sign on behalf of Vendor

Print Name: _____ Title: _____

Signature: _____ Date: _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title: _____

Telephone: _____ Fax: _____

Email: _____

Each proposal must include a copy of this page properly completed and signed.



PART 1 – GENERAL INFORMATION

1. Requirement Summary

See Part 4, Statement of Work.

2. Terms and Conditions of the resulting Contract

The general terms and conditions and clauses contained in Part 7 form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.

3. Period of Work

3.1 The period of the Contract is from date of contract award to **March 31, 2014**.

4. Contracting Authority

Rachel Hull
Contracting and Procurement Officer
Public Safety Canada
269 Laurier Avenue West
Ottawa ON K1A 0P9

Tel: 613-949-1048
Fax: 613-954-1871
Email: contracting@ps.gc.ca

The Contracting Authority is responsible for all matters of a contractual nature.

5. Inspection/Acceptance

All work to be performed and all deliverables to be submitted for the proposed Contract shall be subject to inspection by and acceptance of the Project Authority designated therein.

6. Intellectual Property

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination

7. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestion, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



PART 1 – GENERAL INFORMATION

8. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

9. Security

There is no security requirement identified.



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

1. Enquiries – solicitation stage

All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named in Part 1, item 5 as early as possible within the bidding period.

Enquiries and issues must be received by the Contracting Authority no later than five (5) business days prior to the bid closing date specified on the cover page or this RFP document to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the bid closing date. To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

A request for a time extension to the bid closing date will be considered provided it is received in writing by the PS Contracting Authority at least five (5) working days before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated by www.BuyandSell.gc.ca at least two (2) working days before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the PS Contracting Authority.

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

- (a) Reject any or all bids received in response to the bid solicitation;
- (b) Enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) Cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid Solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) Negotiate with the sole responsive Bidder to ensure best value to Canada.

3. Proposal Validity Period

Proposals submitted in response to this Request for Proposal will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

4. Terms and Conditions of Request for Proposal and Resulting Contract

The proposal must be signed by the Bidder or by an authorized representative of the Bidder. The signature indicates that the Bidder agrees to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modification or other terms and conditions included in the bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract. Provision of Signed Page 1 of this RFP may serve as an acceptance to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP.



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

4.1 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 issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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

The standard instructions and conditions 2003(2013-06-01) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Public Safety Canada or its Minister.

Subsection 5.4 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

5. Status and Availability of Resources

The Bidder's signature indicates that, should the Bidder be authorized to provide the services under any contract resulting from this solicitation, the persons proposed in its bid shall be available to commence performance of the Work required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has the written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

The Project Authority reserves the right to interview any personnel resources proposed to be assigned to the contract and at no cost to the Department to confirm the knowledge and experience claimed.



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Proposal Preparation Instructions:

Canada requests that Bidders provide their offer in separately bound sections as follows:

- Section I: Technical Offer (4 hard copies and 1 soft copies on CD, DVD or USB)
- Section II: Financial Offer (1 hard copies)
- Section III: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Proposal

1.1 Section 1: Preparation of Technical Proposal:

In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the Statement of Work Part 4, and how the requirements of Part 5 will be met.

Four (4) printed copies and One (1) soft copy of the Technical Proposal are required.
The technical proposal must exclude any reference to financial information relative to the costing of the proposal.

Failure to provide a technical proposal with the submission will result in non-compliance and will not be evaluated.

1.2 Section 2: Preparation of Financial Proposal:

1.2.1 Only a single copy of the financial proposal is required.

Bidders are requested to submit their financial proposal (single copy) in an envelope separate from their technical proposal.

1.2.2 The Financial Proposal must include the pricing table provided in Part 5 to this solicitation.

Failure to provide a financial proposal with the submission will result in non-compliance and the bid will not be evaluated

1.3 Section 3: Certifications one (1) copy

Only a single copy of the completed and signed certifications is required.



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

2. Submission of Proposals

Your proposal is to be addressed as follows and must be received on or before 2:00 p.m. EST, 2013-11-26. Please ensure that all envelopes/boxes, etc are marked URGENT.

Rachel Hull
Contracting and Procurement Section
Public Safety Canada
340 Laurier Avenue West, 1st Floor Mailroom
Ottawa, Ontario, K1A 0P9

Tel: 613-949-1048
Fax: 613-954-1871
Email: contracting@ps.gc.ca

All by hand deliveries must be made to the mailroom located on the ground floor at 340 Laurier Avenue West, Ottawa. If hand delivering, bidder must ensure that the proposal is time and date stamped to confirm adherence to the deadline. Entrance is on Gloucester at shipping door, behind the building

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

3. Evaluation Procedures:

Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in Part 5.

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

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

Contractor Selection Method is outlined in Part 5 Section 2.



PART 4 – STATEMENT OF WORK

1. TITLE

Estimating the Size of the Market for Counterfeit and Pirated Goods in Canada: A Methodological Discussion

2. BACKGROUND

Counterfeit and pirated goods make up a notable part of the global market of illicitly produced and/or traded goods. Illicit trade may be defined as "... trade that infringes the rules – the laws, regulations, licenses, taxation system, embargoes and all the procedures that countries use to organize trade, protect their citizens, raise the standard of living and enforce codes of ethics" (Naim, cited in Picard, 2013: 5). As such, illicit trade carries grave implications for citizens, societies, economies, and judicial systems in Canada and around the world. Further, there is evidence that transnational organized crime groups are heavily involved at various stages of the illicit trade.

The website havocscope.com is dedicated to quantifying and estimating the dollar value of illicit trades of various products around the world. It uses a variety of publicly-available sources such as newspaper articles, academic journals, government agencies, and non-governmental organizations (NGOs) in order to arrive at estimates of the total market value of counterfeit and pirated goods. According to the website, about \$30 billion is the value of counterfeit trade in Canada (\$651.77 billion worldwide), \$1.141 billion is the value of the pirated software trade (\$63 billion worldwide), and \$118 million is the value of the pirated movies trade (\$2.5 billion worldwide)¹. While Havocscope admits that their reported values are not perfect, its enormous estimates sourced from publicly-available information demonstrate just how important it is to focus on producing reliable estimates of the illicit counterfeit and pirated goods. Proper market estimates could help raise awareness of the problem, influence the creation or adjustment of necessary policies, and properly allocate resources to combat the illicit trade.

The United States Congress passed the *Prioritizing Resources and Organization for Intellectual Property Act* in October, 2008. Part of the Act requested the Government Accountability Office (GAO) to examine the impact of the counterfeit market on consumers and the overall economy. The study found that the presence of a counterfeit market in the United States carries many negative effects, some of which include lost sales and revenue, lost brand value, lost taxes for governments, and potential damage to health and safety to consumers (GOA, 2010: 9-10; Picard, 2013a). The study further concluded that there is a big gap in data and methods to estimate the size of the counterfeit and piracy market in the United States.

At times, counterfeit and pirated goods are hardly distinguishable from genuine goods, and as such are hard to detect and confiscate. Furthermore, such goods are often traded through either legitimately operated businesses or well-disguised illegitimate businesses (Picard, 2013). Detecting illicit operations within these businesses may be a complex task for law enforcement authorities. The illicit nature of the counterfeit and piracy trade makes it extremely difficult to obtain reliable estimates of the size of trade.

There is an important difference between counterfeit and pirated goods, which becomes relevant when estimation methods are developed. For the purpose of this project, the World Trade Organization's (WTO) Trade-Related Aspects of Intellectual Property Rights (TRIPS) definition shall be adopted (WTO, 1994: 342):

- counterfeit goods may be defined as "any goods, including packaging, bearing without authorization a trademark which is identical to the trademark validly registered in respect of such goods, or which cannot be distinguished in its essential aspects from such a trademark, and which thereby infringes the rights of the owner of the trademark in question under the law of the country of importation;" and

¹ These amounts are as of June 19, 2013.



PART 4 – STATEMENT OF WORK

- pirated may be defined as “any goods which are copies made without the consent of the right holder or person duly authorized by the right holder in the country of production and which are made directly or indirectly from an article where the making of that copy would have constituted an infringement of a copyright or a related right under the law of the country of importation.”

There were several past attempts to estimate the size of the market for counterfeit and pirated goods. No single method has been applied across all industries to calculate reliable estimates (GOA, 2010).

Seizure data is one of the very few sources of hard evidence on counterfeit and pirated goods. The estimation method involves assuming the quantity, value,² and other identifiers of seized goods as a baseline, and extrapolating national estimates based on the available data. The approach uses existing data, provided it is easily obtainable. However, a major limitation of the method is that it presupposes a constant level of effort and efficiency of law enforcement efforts. However, if more law enforcement efforts are dedicated to seizure activities or methods become more effective, it can be assumed that more goods will be seized and more offenders will be arrested. Nevertheless, this does not mean the actual size of the market has increased.

Supply and demand surveys were used in the past in attempts to estimate the size of the market for counterfeit and pirated goods. Such surveys have the advantage of asking questions on consumer preferences and tendencies to purchase counterfeit goods, as well as other indicators of the counterfeit goods market. The surveys carry the potential to provide insight into a heavily under-researched subject. However, such surveys could be tedious and extremely expensive to implement, especially for the first time. Also, due to the illegal nature of the goods, respondents might be reluctant to share truthful information about the purchase and consumption of counterfeit goods. Such biases in responses to the survey are very hard to identify and control. Finally, consumer tendencies might not be very indicative of the overall state of the legitimate goods market since: a) purchases of counterfeit and pirated goods might not represent missed sales of the legitimate goods since such transactions might not have happened in the legitimate market to begin with; and b) there is some evidence that the trade of counterfeit and pirated goods may have a positive effect on consumers’ tendencies to purchase legitimate goods.³

Use of economic multipliers is an economic measure of how a change in one industry affects the outputs and employment in other industries. In the case of counterfeit and pirated goods, industry losses were derived from past studies and applied to estimate the harm to employment and the overall industry. This approach, however, is designed to mostly look at a one-time change in the industry due to a particular event, rather than a gradual incursion of counterfeit goods into a market.

Triangulation of methods was used in past by the OECD to estimate the size of the market for counterfeit and pirated goods on a global scale (OECD, 2009). The researchers extrapolated national seizure data, later comparing it to the international trade data, and finally using that data in an econometric model to develop an estimate. The estimates created by the OECD are probably the most reliable estimates of the size of the market for counterfeit and pirated goods existing to date.

Other possible methods that could be applied to estimating the size of the market include the “Data Confrontation Method” and the “Capture-Recapture Method.” Using the “Data Confrontation Method,” the total size of the market would equal the legal size of the market subtracted from the total estimated consumption. The “Capture-Recapture Method” would estimate the size of the market using the information about the re-offences of known offenders.

It is evident that no one method would reliably estimate the size of the counterfeit and pirated goods market. Further, it is unclear whether the data required for one or a combination of methods is available in

² The method to calculate the retail value of seized goods varies greatly around the world. For example, in Canada, the RCMP uses the Manufacturer Suggested Retail Price to come up with a retail value. The United States and Mexico use different methods, which makes international comparisons rather difficult and unreliable (personal communication).

³ For example, <http://www.wired.co.uk/news/archive/2013-03/21/music-piracy-doesnt-hurt-sales>



PART 4 – STATEMENT OF WORK

Canada. It is thus the purpose of this project to review the existing data and methods and their applicability in the Canadian context, as well as come up with possible recommendations on detailed methodologies that could be used to estimate the size of the market for counterfeit and pirated goods in Canada.

3. PROJECT OBJECTIVE

The objective of this project is to review and critically assess the current methods that can be used to estimate the size of the market for illicit counterfeit and pirated goods in Canada.

This project should provide detailed recommendations for the methods that carry the most potential to provide reliable estimates for such markets in Canada. (This project is not required to actually estimate the size of the counterfeit and pirated goods market in Canada.)

With the discussion of each of the proposed methods, the project will provide a discussion of the existence of data suitable for the proposed method and/or recommendations on how the data could be collected and recorded in the future to allow for accurate estimates to be made in the future.

4. APPROACH AND METHODOLOGY

Through a combination of literature review, analysis, and consultation with government experts and experts from the industry, this project will answer the following research questions:

- what methodologies can be used to estimate the size of the market for counterfeit and pirated goods in Canada?
 - What are their strengths and weaknesses?;
 - How can they be applied in the Canadian context?; and
 - How can any weaknesses be addressed and mitigated to improve the method?

The proposed specific questions which the project will discuss are as follows:

- Internationally, what methods have been used to estimate the proportion that counterfeit and pirated goods hold in the overall market?;
- Which of these methods, if any, have been applied to the Canadian context?; and
- What other possible methods could be applied to estimating the size of the counterfeit and pirated goods market in Canada? (the methods may be drawn from a variety of disciplines, such as the fields of sociology, anthropology, health, epidemiology, actuarial sciences, economics, biology, applied mathematics, or criminology.)

For each of the methods identified the following questions need to be answered:

- Does data currently exist to apply the method in Canada?;
- If it does, describe how it could be accessed and used;
- If data does not exist, describe the process of gathering it;
- How should the method be adapted to apply to the situation in Canada?;
- What are the methodological strengths and weaknesses?;
- How could the method be improved to account for any shortcomings?; and
- Are there any possible combinations of methods that could be used to estimate the size of the counterfeit and pirated goods market in Canada?



PART 4 – STATEMENT OF WORK

5. TASKS

The Contractor must perform the following tasks:

- 5.1 Meet with the Project Authority (PA)/Technical Authority (TA) for a kick-off meeting, either in person or by teleconference within five days of contract award to discuss the overall requirement; the approach and methodology; the work plan, and; to clarify any issues.
- 5.2 Submit both an updated work plan, and updated methodology and approach based on the discussion at the kick-off meeting. Both documents must be submitted within 5 days of the kick-off meeting.
- 5.3 Through a combination of a literature review, analyses, and/or consultations with government and industry experts, determine what methodologies can be used to estimate the size of the market for counterfeit and pirated goods in Canada.
- 5.4 Submit a draft report that responds, at a minimum, to the questions raised in Section 3, Approach and Methodology, Statement of Work. The draft report must include an abstract, executive summary, conclusion, bibliography, appendices (such as tables of data, methodological details, etc.). The main body of the report should be no more than 25 to 30 pages. Submit a final report that incorporates all comments and revisions requested by the PA/TA.
- 5.5 Upon completion of the report, the Contractor must prepare a PowerPoint presentation approximately 20 minutes in length that will be presented to the Project Authority at a mutually convenient time. The presentation will be made in-person in Ottawa, Ontario and may include participation of officials via videoconference or teleconference.
- 5.6 Submit ongoing, biweekly status reports.

6. DELIVERABLES

- 6.1 An updated work plan.
- 6.2 An updated approach and methodology.
- 6.3 A draft and final report.
- 6.4 An MS PowerPoint presentation that presents and summarizes the research findings.
- 6.5 Biweekly status reports.

7. PROJECT SCHEDULE

Task	Delivery Date
Kick-off meeting	+5 days of contract award
Updated work plan	+5 days of the kick-off meeting
Updated approach and methodology	+5 days of the kick-off meeting
Draft report	week of February 10, 2014
Final report	week of March 3, 2014
PowerPoint presentation	beginning of March, 2014

8. OFFICIAL LANGUAGES

The Contractor may work and submit all deliverables in either official language (English or French). Translation, if required, will be the responsibility of the PA/TA. However, the Contractor must be able to interview industry and government experts, and review literature, in both official languages.



PART 4 – STATEMENT OF WORK

9. LOCATION OF WORK & TRAVEL

All work will be carried out at the Contractor's facilities. However, the Contractor must make the final presentation in Ottawa, ON.

The Contractor will be expected to be available for scheduled teleconference calls periodically throughout the contract.

10. REPORTING AND COMMUNICATION

In addition to the timely submission of all deliverables and fulfilment of obligations specified within the contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Department. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls, electronic mail, faxes, mailings, and face-to face meetings. In addition, the Contractor is to immediately notify the Department of any issues, problems, or areas of concern in relation to any work completed under the contract, as they arise.

10. REFERENCES

GOA (2010) "Intellectual Property: Observations on Efforts to Quantify the Economic Effects of Counterfeit and Pirated Goods" Available at <http://www.gao.gov/assets/310/303057.pdf> (accessed on June 17, 2013)

Picard J. (2013) "What is illicit trade? Why do we want to measure it? Which metrics should we use? How can we measure those metrics?", Presentation at Charting Illicit Trade: Sharing Data and Information Conference, April 2-3, 2013, Paris, France. Available at http://www.oecd.org/gov/risk/TFCIT_PICARD_Black%20Market%20Watch_April%202013.pdf (accessed on June 18, 2013)

Picard J. (2013a) "Can We Estimate the Global Scale and Impact of Illicit Trade?" In Miklaucic, M. and Brewer, J. (Eds.), *Convergence* (pp. 37-60). Washington, DC: National Defence University Press. Available at <http://www.ndu.edu/press/lib/pdf/books/convergence/convergence.pdf> (accessed on June 18, 2013)

OECD (2009) "Magnitude of Counterfeiting and Piracy of Tangible Products: An Update." Available at <http://www.oecd.org/industry/ind/44088872.pdf> (accessed on June 18, 2013)

WTO (1994) "Trade-Related Aspects of Intellectual Property Rights" Available at http://www.wto.org/english/docs_e/legal_e/27-trips.pdf (accessed on June 18, 2013)



PART 5 – EVALUATION CRITERIA

1. Evaluation Procedures

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

2 Experience:

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. The Bidder should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project of the same resource will only be counted once. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

Proposals not meeting the mandatory requirements below will be given no further consideration.

3 MANDATORY REQUIREMENTS

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion will be addressed separately.

The Bidder must provide sufficient detail to clearly demonstrate how they meet each mandatory requirement below. Bidders are advised that only listing experience without providing any supporting data and information to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purpose of this evaluation.



PART 5 – EVALUATION CRITERIA

Mandatory Technical Criteria		
Number	Mandatory Technical Criterion	Demonstrated Compliance
MT1	The Bidder must submit a signed proposal as per the “Acceptance of Terms and Conditions” clause, part 2, Article 4 of the Request for Proposal.	
MT2	<p>The Bidder must proposed specific resources to perform the tasks and deliverables identified in the SOW.</p> <p>The Bidder must include, within their proposal, detailed Curriculum Vitae (CV) of each of the proposed resources in addition to the technical proposal.</p> <p>The CV should be up-to-date and shall be submitted as an Appendix in alphabetical name sequence. The CV should indicate the security clearance status. It is recommended that the Bidder bold-faces or highlights the relevant areas in the person’s CV.</p>	
MT3	<p>The Bidder must demonstrate that it’s proposed resource or each member of its team of proposed resources has or have at least (1) one year of experience in the last (5) five years conducting <u>research or analysis</u> in the area of <u>policing*</u>, <u>criminal justice†</u>, <u>illicit markets‡</u>, or <u>estimation of grey or black markets§</u>.</p> <p>* Policing includes “law enforcement” † Criminal justice includes “law” and “legal studies” ‡ Illicit markets includes the analysis of markets for any illicit substances or goods § Estimation of grey or black markets includes estimating the size, volume or trends of markets that are grey or black or cannot be directly measured due to their illicit nature (e.g. illicit substances markets or black markets)</p>	
MT4	<p>The Bidder must demonstrate that its proposed resource or at least one member of its team of proposed resources have or has at least <u>3 years’ experience*</u> <u>leading</u> quantitative <u>research or analysis</u> in the area of <u>illicit markets†</u>, or <u>estimation of grey or black markets‡</u>.</p> <p>* A year of experience can be counted for each year a significant research project is identified</p>	



PART 5 – EVALUATION CRITERIA

Mandatory Technical Criteria

	<p>as having been conducted during a portion of that year</p> <p>† Illicit markets includes the analysis of markets for any illicit substances or goods</p> <p>‡ Estimation of grey or black markets includes estimating the size, volume or trends of markets that are grey or black or cannot be directly measured due to their illicit nature (e.g. illicit substances markets or black markets)</p>	
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PART 5 – EVALUATION CRITERIA

4 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

R1	Point Rated Criteria	Maximum Points	Scoring	Demonstrated Compliance
	<p>The Bidder should demonstrate that its proposed resource or at least one member of its team of proposed resources has a Publication Record based on quantitative and/or qualitative research in the area of policing or criminal justice related to the study of illicit markets and or estimation of grey or black markets.</p> <p>*The bidder should provide at least the following details: name of publication, date of publication, abstract.</p>	15 Points	<p>Points will be awarded as follows:</p> <p>2 points will be awarded per publication up to a maximum of 10 points,</p> <p>e.g. 1 = 2 points, 2 = 4 points, etc.</p> <p>PLUS: 2 additional points will be awarded if the bidder demonstrates that two of the proposed resource’s publications were for a peer reviewed academic journals in the area of policing or criminal justice related to illicit markets.</p> <p>PLUS: 3 additional points will be awarded if the bidder demonstrates that at least one of the proposed resource’s publications was on the topic of the estimating the size of the market for counterfeit goods.</p>	
	<p>Work Plan – The bidder should provide a comprehensive work plan that:</p> <ul style="list-style-type: none"> shows a logical organization of tasks to be completed and scheduling for the project as per the Statement of Work, including 	20 Points	<p>Points will be awarded as follows:</p> <p>0- 5 points - Poor Work Plan Either no work plan is submitted or, the work plan submitted has an absence or near absence of work phase definitions, specific activities, deadlines and deliverables; unrealistically presented</p>	

PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Maximum Points	Scoring	Demonstrated Compliance
	<p>resources to be consulted; and</p> <ul style="list-style-type: none"> where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task; and demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work. 		<p>methods/ outcomes/ outputs/timing. Level of effort is unrealistically divided between resource(s) or is not presented.</p> <p>6-10 points - Weak Work Plan Incomplete and/or insufficient detail provided on work phase definitions, activities, deadlines and deliverables; some inconsistencies or lack of realism. Level of effort is acceptably distributed among resource(s).</p> <p>11-15 points - Solid Work Plan Sufficient detail presented on work phase definitions, activities, deadlines and deliverables to provide a substantiated and rational plan whose likelihood of successful implementation is high. Level of effort is well distributed amongst resource(s).</p> <p>16-20 points - Excellent Work Plan; Realistic details and explanations of work phase definitions, activities, deadlines and deliverables resulting in a complete understanding of the work plan, its practicality and achievability. Level of effort is very well distributed amongst resource(s).</p>	
	<p>Approach and Methodology – The bidder should submit the comprehensive approach and specific tasks proposed to complete all aspects of the project.</p> <p>Sufficient detail should be provided</p>	25 Points	<p>25 points - Excellent methodology and approach <u>Clear and complete with convincing details on all of the points below:</u></p> <ul style="list-style-type: none"> selection of consultation subjects; proposed primary and secondary sources; 	

PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Maximum Points	Scoring	Demonstrated Compliance
	<p>to allow for a complete understanding of the approach to the work undertaken by the resource designated as Project Leader. This should include the advantages and disadvantages of the methodologies/approach.</p>		<ul style="list-style-type: none"> • non-academic sources of information to be used; • proposed analytic strategies: and • mitigation strategies. <p>20 points - Very Good methodology and approach <u>Clear and complete with convincing details</u> on at least 4 out of 5 of the points listed below:</p> <ul style="list-style-type: none"> • selection of consultation subjects; • proposed primary and secondary sources; • non-academic sources of information to be used; • proposed analytics strategies; and • mitigation strategies. <p>15 points Good methodology and approach <u>Clear and complete with convincing details</u> on at least 3 out of 5 of the points listed below:</p> <ul style="list-style-type: none"> • selection of consultation subjects; • proposed primary and secondary sources; • non-academic sources of information to be used; • proposed analytic strategies: and • mitigation strategies. <p>0 points - Poor methodology and approach Either a methodology and approach is not submitted or the approach and methodology submitted is <u>incomplete</u></p>	

PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Maximum Points	Scoring	Demonstrated Compliance
			with insufficient detail provided on 3 or more of the points listed below: <ul style="list-style-type: none"> • selection of consultation subjects; • proposed primary and secondary sources; • non-academic sources of information to be used; • proposed analytic strategies: and • mitigation strategies. 	
	Maximum Points	60		
	Pass Mark:	35		

NOTE: Any proposal that fails to achieve the minimum points required will be considered non-compliant and will not receive further consideration.



PART 5 – EVALUATION CRITERIA

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

- 5.1 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 in Part 5 for the point rated technical criteria.
- 5.2 Bids not meeting (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.
- 5.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : **PSi = LP / Pi x 30**. Pi is the evaluated price (P) of each responsive bid (i).
- 5.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **TMSi = OSi x 70**. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 4, determined as follows: total number of points obtained / maximum number of points available.
- 5.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CRi = PSi + TMSi**
- 5.6 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 that obtained the highest overall score for all the point rated technical criteria detailed in article 4 will be recommended for award of a contract.
- 5.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	91/100	86/100	81/100
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	91 / 100 x 70 = 63.70	50,000* / 60,000 x 30 = 24.99	88.69
Bidder 2	86 / 100 x 70 = 60.20	50,000* / 55,000 x 30 = 27.27	87.47
Bidder 3	81 / 100 x 70 = 56.70	50,000* / 50,000 x 30 = 30.00	86.70

* represents the lowest evaluated price
 In the example above, Bidder 1 is the Bidder who obtained the highest combined technical and financial score.



PART 5 – EVALUATION CRITERIA

6. FINANCIAL PROPOSAL

The Bidder must complete the following tables and supply the per diem rate that will be applicable to each resource and provide a detailed breakdown of the total quoted price that the Bidder plans to utilize to fulfill the requirements of the contract in the following format:

Please note the following:

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

TABLE 1

From Contract award date to March 3rd, 2014

Resource Name	Level of Effort	Firm per diem rate*	Total
Ceiling Price:			

* Per Diem rates are firm and all inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.

TABLE 2

Other expenses	Amount	Mark-up	TOTAL
Direct Expenses: Materials, supplies, and other direct expenses incurred during the performance of the Work at actual cost with a Mark-up of _____ %.		_____ %	

TABLE 3

Other expenses	Amount	Mark-up	Total
Subcontracts: at actual cost with mark-up. List any subcontracts proposed for any portion of the Contract describing the work to be performed and a cost breakdown with a Mark-up of _____ %			



PART 5 – EVALUATION CRITERIA

TABLE 4

Other expenses	Amount estimated	TOTAL
Travel and Living expenses: at actual cost without mark- up		

Total (SUM OF ALL TABLES)	\$
-----------------------------------	----

6.1 Travel and Living expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B,C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

6.2 Other Expenses

All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.

6.3 Good and Services Tax (GST) / Harmonized Sales Tax (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

NOTE: Prices must only appear in the Financial Bid and in no other part of the bid.



PART 6 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Required with Bid

The certification included in Article 1.1 to Part 6, Certifications, must be duly completed and submitted by the Bidder as part of its bid. Should this not be part of the Bidder's proposal, the Contracting Authority reserves the right to request the certification prior to evaluations. Failure to provide the certification within the prescribed timeframe may result in disqualification.

1.1. CERTIFICATION 1 – ACCEPTANCES OF TERMS AND CONDITIONS

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to RFP 201403015 that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____



PART 6 – CERTIFICATIONS

2. Certifications Precedent to Contract Award

The certifications included below, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 CERTIFICATION 2

CERTIFICATION OF EDUCATION / EXPERIENCE:

“The bidder hereby certifies that all the information provided in the résumés and supporting material submitted with the bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the bidder to be true and accurate. Furthermore, the bidder warrants that the individuals proposed by the bidder for the requirement are capable of satisfactorily performing the work described herein.”

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

2.2 CERTIFICATION 3- Certification of Availability and Status of Personnel

2.2.1 Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal shall be available to commence performance of the Work as required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder must submit one copy of the following certification for each non-employee proposed.

(signature)

(Name and Title)

(Date)



PART 6 – CERTIFICATIONS

2.2.2 This section is to be completed only if bidder is proposing any person in fulfillment of this requirement who is not an employee of the bidder.

One copy of this certification must be submitted for each non-employee proposed.

AVAILABILITY AND STATUS OF PERSONNEL

"I, _____ (name of proposed candidate), certify that I consent to my résumé being submitted on behalf of _____ (name of firm) in response to the Request for Proposal _____ (RFP number)."

Signature of Proposed Personnel

Date

2.3 CERTIFICATION 4- EMPLOYMENT EQUITY, FEDERAL CONTRACTORS' PROGRAM

Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bids from ineligible contractors will not be considered for award of a contract. Any bids from ineligible contractors will be declared non-responsive.

The Bidder certifies that it has not been declared an ineligible contractor by HRSDC.

2.4 CERTIFICATION 5– CONFLICT OF INTEREST

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Bidder or any of its subcontractors, employees, agents or representatives are in any manner directly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Bidder represents and certifies that it has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Bidder further warrants and certifies that there is no conflict of interest as stated above.

Signature

Date



PART 6 – CERTIFICATIONS

2.5 CERTIFICATION 5 – FORMER PUBLIC SERVANT

Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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,; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.



PART 6 – CERTIFICATIONS

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

STATEMENT:

I, the undersigned, as a director of the Bidder, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

The above-named individual will serve as intermediary with Public Service Canada

2.6 CERTIFICATION 6 – BASIS FOR CANADA’S OWNERSHIP OF INTELLECTUAL PROPERTY

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: To generate knowledge and information for public dissemination

The Bidder concurs with the foregoing.

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date



PART 7 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex “A” and the bidder’s technical proposal in response to RFP 201403015

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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

2.1 General Conditions

2035 – (2013-06-27), General Conditions - Higher Complexity – Services

However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Public Safety Canada or its Minister

2.2 Supplemental General Conditions

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: To generate knowledge and information for public dissemination

4007 – (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination

3. Security Requirement

This document is UNCLASSIFIED, however;

3.1 The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy; and

3.2 Contract personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.



PART 7 – RESULTING CONTRACT CLAUSES

4. Term of Contract

4.1 Period of Contract

The Work is to be performed from date of contract award to **March 31, 2014**

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Rachel Hull
Contracting and Procurement Officer
Public Safety Canada
340 Laurier, Ave. West
Ottawa, Ontario, K1A 0P8

Tel: 613-949-1821

Fax: 613-954-1871

Email: contracting@ps.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.

5.2 Project Authority

The Project Authority for the Contract is:

To be identified at Contract award.

Name of Project Authority

Title

Department

Branch / Directorate

Address

Telephone:

Facsimile:

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.

5.3 Contractor's Representative

To be determined.

Name of Contractor's Representative



PART 7 – RESULTING CONTRACT CLAUSES

Title
Telephone:
Facsimile:
E-mail address:

6. Payment

6.1 Ceiling Price

For the Work described in Annex A, Statement of Work, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a ceiling price of \$ _____ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

7. Payment Period

- 7.1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section entitled Interest on Overdue Accounts of the general conditions.
- 7.2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

8. Method of Payment

Canada will pay the Contractor at 100% of the costs incurred and calculated for work performed covered by the invoice 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 performed has been accepted by Canada.

9. SACC Manual Clauses

A9117C	(2007-11-30)	T1204 – Direct Request by Customer Department
C6000C	(2011-05-16)	Limitation of Price



PART 7 – RESULTING CONTRACT CLAUSES

10. Invoicing Instructions

- 10.1 The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 General Conditions - Services.
- 10.2 An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.
- 10.3 Each invoice must be supported by:
- (a) a copy of time sheets to support the time claimed;
 - (b) a copy of the release document and any other documents as specified in the Contract;
- 10.4 In the ongoing efforts of being a department that contributes to the greening initiative, as well as to improve our efficiencies when processing invoices, Public Safety Canada is moving towards receiving all invoices electronically from vendors. We ask, where possible, that vendors send their invoices electronically and do not send their invoices in paper format through regular postal mail services.

Email address: Invoice_processing@ps-sp.gc.ca

11. 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 entire contract period. 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.

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. **[Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.]**

13. Priority of Documents

If there is a discrepancy between the wordings 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 – (2013-06-27), General Conditions - Higher Complexity – Services
- (c) the Supplemental General Conditions 4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information)
- (d) Annex “A”, Statement of Work;
- (e) Annex “B”, Basis of Payment
- (f) the Contractor's bid dated _____ (*insert date of bid*) in response to RFP **201403015**



PART 7 – RESULTING CONTRACT CLAUSES

14. **Work Permit and Licenses**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation.

The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor will provide a copy of any such permit, license, or certificate to Canada.

15. **Conflict of Interest**

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

16. **Conflict of Interest- Other Work**

The Contractor, during and after the period of performance of the Contract agrees that:

- a) it must not bid for any contract to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for such a resulting contract; and;
- b) it must not bid for any contract where the Contractor, in its work performed under this Contract, is required to assist Canada in evaluating the bids or in overseeing performance of a resulting contract, and must not participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for such a resulting contract; and;
- c) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for any resulting contract.

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

17. **Non-Permanent Resident**

Non-Permanent Resident

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of this Contract. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.



PART 7 – RESULTING CONTRACT CLAUSES

Non-Permanent Resident (Foreign Contractor)

The Contractor must ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry.

The Contractor must ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

18. International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>

2. It is a condition of this Contract that the Consultant not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Consultant must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Consultant, the situation will be treated by the Parties as a force majeure. The Consultant shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

19. Canada Facilities, Equipment, Documentation & Personnel

1. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the work:
 - a. Client department's premises;
 - b. Client department's computer systems;
 - c. Documentation; and
 - d. Personnel for consultation.

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.

Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Client department's earliest convenience.



PART 7 – RESULTING CONTRACT CLAUSES

20. Insurance

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



ANNEX A – STATEMENT OF WORK

TO BE INSERTED UPON CONTRACT AWARD



ANNEX B – BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

(To be inserted at contract award.)

Canadian Customs Duty and GST/HST extra.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

GOOD AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.