

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

Public Safety Canada
Contracting and Procurement Section
340 Laurier Avenue West,
1st Floor Mailroom – **MARKED URGENT**
Ottawa ON K1A 0P8
Attention: **Tanya Nadeau**

**Request For Proposal
Demande de proposition**

Offer to: Public Safety and Emergency Preparedness Canada

We hereby offer to provide to Canada, as represented by the Minister of Public Safety and Emergency Preparedness Canada, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Sécurité publique et Protection civile Canada

Nous offrons par la présente de fournir au Canada, représenté par le ministre de la Sécurité publique et Protection civile Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

Comments – Commentaires:

BIDDERS MUST WAIT TO HAVE THEIR PROPOSALS TIME STAMPED IF THEY ARE HAND DELIVERING TO THE MAILROOM

Instructions: See Herein
Instructions: Voir aux présentes

Vender/Firm Name and Address
Raison sociale et adresse du
Fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution
Public Safety Canada
Contracting and Procurement Section
269 Laurier Avenue West
Ottawa ON K1A 0P8

Title – Sujet Economics of Preclearance: Literature Review, Discussion, and Proposed Measurement Methodologies	
Solicitation No. – No de l'invitation 201403319	Date 2013-10-31
Solicitation Closes – L'invitation prend fin At – à 02:00 PM On – le 2013-11-18	Time Zone Fuseau horaire EDT
Delivery Required – Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Tanya Nadeau	
Telephone No. – N° de telephone (613) 990-3891	FAX No. – N° de FAX (613) 954-1871
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Public Safety Canada 269 Laurier Avenue West, Ottawa ON K1A 0P8	
Security – Sécurité There are no security provisions identified in this request for proposal	

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. – N° de telephone Facsimile No. – N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom due fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



**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 8 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 (a) **Contract Period:** the « **Contract Period** » is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

(i) The “**Contract Period**” begins on the date the Contract is awarded and ends **March 31st, 2014.**

4. Contracting Authority

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

Tel: 613-990-3891, 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

The intellectual property shall vest with Canada under the following exception:

6.4.1 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.

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.



PART 1 – GENERAL INFORMATION

9. **Security**

There are no security requirements

10. **Approvals**

- 10.1 Bidders should note that all Contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount. Notwithstanding that a Bidder may have been recommended for Contract award, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.



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 three (3) 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 two (2) 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 two (2) 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 or USB Flash Drive
- 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 the Bidder's submission 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 Bidder's submission 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

Proposals must be addressed as follows and must be received on or before the closing time and date listed on Page 1 of this solicitation document. Please ensure that all envelopes/boxes, etc are marked URGENT.

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

Tel: 613-990-3891
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 Criteria in Part 5 and the Basis of Selection specified in Part 6.

- (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 Parts 5 and 6.



PART 4 – STATEMENT OF WORK

1. Title:

Economics of Preclearance: Literature Review, Discussion, and Proposed Measurement Methodologies

2. Background:

In December 2011, the Prime Minister of Canada and the President of the United States of America released the *Perimeter Security and Economic Competitiveness Action Plan*. This Action Plan outlines specific initiatives that will implement a long-term Canada-U.S. partnership built upon a perimeter approach to security and economic competitiveness. This partnership was established by both leaders in February 2011 in the joint Canada-U.S. declaration *Beyond the Border: A Shared Vision for Perimeter Security and Economic Competitiveness*.

The Action Plan recognizes that the free flow of goods and services between Canada and the U.S. creates economic benefits for both countries, and it includes a numbers of initiatives related to trade facilitation, economic growth and jobs. One of these initiatives is preclearance.

‘Preclearance’ refers to a process in which customs, immigration and other border functions of a foreign country (such as the United States) are undertaken within a host country (such as Canada). The United States has been conducting air preclearance in Canada for more than a decade. The *Preclearance Act* authorizes “the United States to preclear travellers and goods in Canada for entry into the United States for the purposes of customs, immigration, public health, food inspection and plant and animal health” (Canada 1999).

Preclearance has resulted in a number of observed benefits for both countries. This includes economic and commercial benefits for the Canadian air industry, security benefits (e.g., screening passengers before they board on an airplane) and convenience benefits (e.g., reduced wait times, simplified travelling). The United States has also been conducting some preclearance activities (pre-inspection) in selected rail, road and marine operations in British Columbia, with similar outcomes. The Action Plan identifies preclearance as a strategy to further build on these successes.

United States Customs and Border Protection (CBP) pre-clearance and pre-inspection operations in Canada are located at the following locations:

Air

- Calgary International Airport
- Edmonton International Airport
- Halifax Stanfield International Airport
- Montréal-Pierre Elliott Trudeau International Airport
- Ottawa Macdonald-Cartier International Airport
- Toronto Pearson International Airport
- Vancouver International Airport
- Winnipeg James Armstrong Richardson International Airport



PART 4 – STATEMENT OF WORK

Marine

- Victoria Inner Harbour, BC (Ferries)
- Sidney, BC (Ferries)
- Prince Rupert, BC (Ferries)
- Port of Metro Vancouver, BC (Cruise Ships)

Rail

- Pacific Central Station, Vancouver, BC

Land

- Pacific Highway, Surrey BC/Blaine WA (Truck Cargo Pre-Inspection Pilot Project, Phase I) (Pilot Project)
- Peace Bridge, Fort Erie, ON/Buffalo NY (Truck Cargo Pre-Inspection Pilot Project, Phase II) (Pilot Project to be implemented in early 2014)

3. Project Objectives

The objectives of this contract are to:

- 1) summarize the international literature on the economic and social impacts of pre-clearance and pre-inspection operations that could apply to the Canadian economy and to Canadians, which shall include a comparison of similar preclearance operations and arrangements in other countries (e.g., juxtapose controls between the United Kingdom, Belgium and France);
- 2) identify and discuss other possible economic and social benefits of pre-clearance and pre-inspection operations not well-covered in the literature; and
- 3) propose feasible methodologies to quantitatively measure the economic and other benefits to Canada of establishing preclearance in different environments on either side of the border (i.e., Canadian pre-clearance located in the United States and U.S. pre-clearance located in Canada, in all types of border crossing situations).

4. Approach

A systemic literature review should be conducted to summarize the public and the available gray literature¹ on the economic and social impact of current pre-clearance and pre-inspection operations, whether in Canada or internationally. A thematic analysis should be undertaken of the collected materials to identify other possible economic and social benefits of pre-clearance and pre-inspection operations not mentioned in the published literature.

The methodologies identified to measure the economic and other benefits of preclearance should include an analysis of the direct economic impacts on businesses, in particular the tourism and transportation industries (e.g., variations in revenues and freight transportation costs), as well as efficiencies generated for governments and industry (e.g. reduction in opportunity and transaction costs, processing efficiencies through reduced congestion, intercepting threats and criminality earlier in the clearance process). The indirect, down-stream and induced impacts in regions surrounding the Port of Entry (POE) and overall on the Canadian economy should also be included. Measures of impacts should include: employment and

¹ “Gray literature” is “documentary material which is not commercially published or publicly available, such as technical reports or internal business documents” (Oxford English Dictionary 2013).



PART 4 – STATEMENT OF WORK

wage creation; taxes generated; economic spillovers; creation of new travel/transportation patterns (or supply chains); efficiency gains; and increases in the Gross Domestic Product (GDP).

Examples of propose feasible methodologies to quantitatively measure the economic benefits to Canada of establishing preclearance in the land environment could include the economic modelling of quantitative data obtained through operational records, industry data, and/or the direct observation of preclearance work sites, as well as by qualitative data obtained through such methods as surveys of industry experts or travellers, as well as media or legal analysis.

For each methodology the following elements should be outlined: theoretical grounding for the use of the methodology; a detailed data collection strategy; a proposed analytic approach including relevant equations and plain language explanations; as well as a mitigation strategy to address any possible ethical, legal, or privacy concerns.

The study will be completed over approximately an 18 week period, with all scheduled deliverables being finalized by March 14, 2014.

5. Tasks

The Contractor shall:

5.1 Kick-off Meeting:

Attend a kick-off meeting within one week of contract award, either in-person or by phone. Following the initial kick-off meeting the Contractor will present the final work plan to the Project Authority for approval.

5.2 Review Literature:

Systemically review the public and available gray literature on preclearance and comparative preclearance initiatives, the direct and indirect costing of the economic impact of border wait times, and methodologies for measuring and comparing wait times.

5.3 Update Meeting 1:

Attend a meeting to provide an update on the progress of the literature review, either in-person or by phone.

5.4 Update Meeting 2:

Attend a meeting to provide an update on the progress of the analysis of collected materials and the development of proposed methodologies, either in-person or by phone.

5.5 Prepare a Draft Report

Prepare a draft report of no more than 40 pages (excluding annexes). The draft report should outline the background for the research, the findings of the literature review, discussion of the possible benefits of preclearance, and a presentation of feasible measurement methodologies. While the report should not make specific policy recommendations, it may identify areas for further exploration and research.



PART 4 – STATEMENT OF WORK

5.6 Prepare a Final Report

Prepare a final report taking into account the comments and suggestions of the Project Authority. The Contractor shall also prepare a two page summary of the key findings and a report abstract of less than 200 words to include in the final report.

5.7 Present Findings of Report

Upon completion of the report the Contractor shall prepare a PowerPoint presentation that may be presented to the Project Authority at a mutually convenient time. If a presentation occurs, the presentation will be made in-person in Ottawa, Ontario and could include participation of officials via videoconference or teleconference.

6. Deliverables

The Contractor shall deliver:

- Week 2: Presentation of updated work plan to Public Safety Canada for review and approval (Word Document) within 3 days of initial kick-off meeting.
- Week 6: Presentation of the table of contents of the draft report to Public Safety Canada for review and approval (PowerPoint or Word Document) within 3 days of update meeting 1.
- Week 9: Presentation of a detailed outline of the draft report to Public Safety Canada for review and approval (PowerPoint or Word Document) within 3 days of update meeting 2.
- Week 14: Submission of a first complete draft report for feedback and approval of Project Authority (Word Document), with comments and feedback returned by the Project Authority within 7 days of submission.
- Week 16: Submission of a second, revised complete draft report for review and approval of Project Authority (Word Document), with comments and feedback returned by the Project Authority within 7 days of submission.
- Week 18: Submission of final report and presentation of findings to the Project Authority (Word Document and PowerPoint Document).
- TBD: In-person presentation of findings of project to the Project Authority in Ottawa, Ontario (PowerPoint Presentation), if deemed necessary.

All deliverables shall be completed by March 14, 2014.

7. Format of Deliverables

The deliverables shall be of high and professional quality and shall be provided electronically in Word 2007, PowerPoint 2007 and any spreadsheet models in Excel 2007 for Windows. Upon submission of final deliverables, data tables that have been used to develop graphs in the document should be included in Excel 2007. The deliverables will be written according to *The Canadian Style: A Guide to Writing and Editing* (2nd edition).

8. Language of Deliverables

All deliverables are requested to be presented in English. The Contractor is responsible for providing services in both official languages as and when required. Public Safety Canada will be responsible for



PART 4 – STATEMENT OF WORK

the translation of the final report, the final presentation, and, possibly, other final deliverables where the Project Authority deems translation is required.

The in-person presentation shall be presented in either English and/or French, as required. The translation of the accepted final report and MSPowerPoint presentation deck shall be the responsibility of the Project Authority. The report will be written according to *The Canadian Style: A Guide to Writing and Editing* (2nd edition) and submitted in MS Word 2007 format

9. Client support

Crown 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. Canada is responsible for the timely provision of said facilities, equipment, documentation and personnel to the Contractor when such access is approved. Access may be provided on a one-time or on-going basis, as the Project Authority may determine, and as ongoing operational needs and cooperative working arrangements between the Contractor and Crown personnel shall reasonably require. Access to and sharing of said facilities, equipment and documentation shall be carried out in good faith between the parties in order to optimize the conduct of the work.

10. Work Location and Travel

Travel to Ottawa, Ontario could be required for the presentation of the findings of the study to the Project Authority.

11. Selected Bibliography

Anderson, Bill. (n.d.) *The Border and the Ontario Economy*. University of Windsor: Cross-Border Transportation Centre. Accessed on August 28, 2013 from http://www1.uwindsor.ca/crossborder/system/files/The_Border_Report2012.pdf.

Anderson, William P. and W. Mark Brown (2012) *Trucking Across the Border: The Relative Cost of Cross-border and Domestic Trucking, 2004 to 2009*. Statistics Canada: Economic Analysis Division.

Canada. (1999) *Preclearance Act*. Accessed on October 2, 2013 from <http://laws-lois.justice.gc.ca/eng/acts/P-19.3/page-1.html>.

Oxford English Dictionary. (2013) "Gray | Grey : gray literature" in *OED: Oxford English Dictionary*. Accessed October 7, 2013 from <http://www.oed.com/view/Entry/81341?redirectedFrom=gray+literature#eid2457831>.

Roberts, Bryan, Nathaniel Heatwole, Dan Wei, Misak Avetisyan, Oswin Chan, Adam Rose, and Isaac Maya. (2013) *The Impact on the U.S. Economy of Changes in Wait Times at Ports of Entry*. Department of Homeland Security and the National Center for Risk and Economic Analysis of Terrorism Events (CREATE), Cooperative Agreement No. 2010-ST-061-RE0001. Accessed on August 28, 2013 from <http://create.usc.edu/CBP%20Final%20Report.pdf>.

United States Government Accountability Office. (2013) *U.S.-Mexico Border: CBP Action Needed to Improve Wait Time Data and Measure Outcomes of Trade Facilitation Efforts*. A Report to Ranking Member, Subcommittee on Immigration, Refugees and Border Security, Committee on the Judiciary, U.S. Senate (GAO-13-603). United States Government Accountability Office. Accessed on August 28, 2013 from <http://www.gao.gov/assets/660/656140.pdf>



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 must 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. PhD work may be considered work experience if the Bidder demonstrates how the subject matter of the work done during the PhD is similar to the SOW and how it meets the requirements of the evaluation criteria. 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	The Bidder must propose a team of resources to perform the tasks and deliverables identified in the SOW and identified them by name and provide the role and responsibilities of each resource.	
MT3	<p>The Bidder must provide a detailed résumé for each proposed resource that describes relevant project descriptions of the resource’s work experience.</p> <p>The Bidder should provide the following information:</p> <ul style="list-style-type: none"> • Education/Academic qualifications; • Official languages profile; • A profile describing the areas of expertise or strength of the individual proposed; • Timeframe of the work experience shown as (Month/year to Month/year) • Summary of each project that identifies the role and tasks of the specific resource. <p>The Bidder should bold-face or high-light the relevant areas in the resource’s CV.</p>	
<p>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.</p> <p>The Bidder must provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained.</p> <p>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.</p>		
MT4	The Bidder must demonstrate that at least one member of the team of proposed resources has <u>at least 2 years’ experience</u> or has at least 3 different <u>research projects</u> , undertaking qualitative research and analysis in the area of border studies .	
MT5	The Bidder must demonstrate that at least one member of the team of proposed resources has <u>at least 2 years’ experience</u> , or has at least 3 different <u>research projects</u> , undertaking quantitative research and analysis in the area of economics or supply chain management .	
MT6	The bidder must indicate that one of the proposed resources is fluently bilingual in both official languages both written and spoken (i.e., English and French)	



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.

	Point Rated Criteria	Points Breakdown	Maximum Number of Points	Demonstrated Compliance
R1	<p>The Bidder should demonstrate that at least <u>one</u> member of the team of proposed resources has a Publication Record based on quantitative and/or qualitative research in the area of economics or supply chain management.</p> <p>The Bidder must provide at least the following details:</p> <ul style="list-style-type: none"> • authors of the publication; • name of publication; and • date of publication. <p>It is recommended that the Bidder:</p> <ul style="list-style-type: none"> • provide an abstract of each relevant publication; and • Identify if a publication is peer-reviewed. 	<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>BONUS: 2 bonus points will be awarded if the Bidder demonstrates that <u>five</u> of the proposed resource's publications were in a peer-review academic journal.</p>	12 points	
R2	<p>The Bidder should demonstrate that at least <u>one</u> member of the team of proposed resources has a Publication Record based on quantitative and/or qualitative research in the area of border studies.</p> <p>The Bidder must provide at least the following details:</p> <ul style="list-style-type: none"> • authors of the publication; • name of publication; and • date of publication. <p>It is requested that the Bidder:</p> <ul style="list-style-type: none"> • provide an abstract of each relevant publication; and • identify if a publication is peer-reviewed. 	<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>BONUS: 2 bonus points will be awarded if the Bidder demonstrates that <u>five</u> of the proposed resource's publications were in a peer-review academic journal.</p>	12 points	
R3	<p>Work Plan – The Bidder should provide a comprehensive work plan that:</p>	<p>Points will be awarded as follows:</p> <p>5 points - Poor Work Plan absence</p>	20 points	



PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Points Breakdown	Maximum Number of Points	Demonstrated Compliance
	<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 resources to be consulted; and 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>or near absence of work phase definitions, specific activities, deadlines and deliverables; unrealistically presented methods/ outcomes/ outputs/timing. Level of effort is unrealistically divided between resource(s).</p> <p>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 identified as being distributed among resource(s), but may include deficiencies.</p> <p>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>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>		
R4	<p>Approach and Methodology – The Bidder should outline the comprehensive approach and specific tasks proposed to complete all aspects of the project.</p> <p>Sufficient detail should be provided 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</p>	<p>25 points - Excellent methodology and approach that is convincing, with clear and complete details, <u>on all of the points</u> below:</p> <ul style="list-style-type: none"> proposed literature review strategy; sampling and selection of key informants; identification and usage of data sources; proposed analytic strategies; and mitigation strategies. 	25 points	



PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Points Breakdown	Maximum Number of Points	Demonstrated Compliance
	the methodologies/approach.	<p>20 points - Very Good methodology and approach that is convincing, with clear and complete details, on <u>4 out of 5</u> of the points listed below:</p> <ul style="list-style-type: none"> • proposed literature review strategy; • sampling and selection of key informants; • identification and usage of data sources; • proposed analytic strategies; and • mitigation strategies. <p>15 points Good methodology and approach that is convincing, with clear and complete details, on <u>3 out of 5</u> of the points listed below:</p> <ul style="list-style-type: none"> • proposed literature review strategy; • sampling and selection of key informants; • identification and usage of data sources; • proposed analytic strategies; and • mitigation strategies. <p>0 points - Poor methodology and approach that is convincing, with clear and complete details, on <u>2 or less of the 5</u> points listed below:</p> <ul style="list-style-type: none"> • proposed literature review strategy; • sampling and selection of key informants; • identification and usage of data sources; • proposed analytic strategies; and • mitigation strategies. 		
Maximum Points			74 points	
Minimum Pass Mark:			59 points	

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. FINANCIAL PROPOSAL

The Bidder must complete the following table. The financial proposal must indicate a detailed breakdown of the total quoted price. The financial proposal should address each of the following, as applicable:

	DESCRIPTION	PRICE
a)	Labour: For each individual and/or labour category, indicate <u>the proposed time rate*</u> and <u>the estimated time to be spent</u> by each. Although detailed support for the rates is not requested at this time, you should be prepared to provide same, if requested.	\$ _____
b)	Subcontracts: List individually any subcontracts proposed, describing the work to be performed and giving a cost breakdown.	\$ _____
c)	Materials, supplies and other expenses: Indicate general categories of materials, supplies and other expenses likely to be used or incurred during the course of the work, and the cost estimate for each.	\$ _____
d)	Travel and living: Provide a cost estimate for trips required during the course of the work. These expenses would be reimbursed at cost without mark-up, not exceeding the Treasury Board limits.	\$ _____
e)	Profit or Fee: State your proposed profit or fee, if any, and the basis on which it is applied or calculated.	\$ _____
Total Evaluated Price (excluding HST)		\$ _____

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

Please note that the basis of payment is defined in Part 8 – resulting contract clauses

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

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

6. TRAVEL AND LIVING EXPENSES

6.1 In the case of pre-authorized travel and living expenses, the Contractor will be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the then-current Treasury Board Guidelines on Travel and Living Expenses, at actual cost only without any allowance thereon for overhead or profit. Charges for air travel must not exceed that for economy class.

6.1.2 All payments are subject to government audit.



PART 5 – EVALUATION CRITERIA

- 6.1.3 All information relating to Treasury Board Travel and Living Directives can be accessed through the following web site: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage_e.asp
- 6.1.5 Travel and living expenses cannot be claimed by the Contractor if incurred within 100 kilometers of the primary location of work.

6.2 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.



PART 6 – BASIS OF SELECTION

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

- 1.1 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.
- 1.2 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.
- 1.3 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).
- 1.4 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.
- 1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CRi = PSi + TMSi**
- 1.6 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.
- 1.7 The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90	86	81
Bid Evaluated Price	C\$61,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	90 / 100 x 60 = 54.00	50,000* / 60,000 x 40 = 32.79	86.79
Bidder 2	85 / 100 x 60 = 51.60	50,000* / 55,000 x 40 = 36.36	87.96
Bidder 3	81 / 100 x 60 = 48.60	50,000* / 50,000 x 40 = 40.00	88.60

* represents the lowest evaluated price

In the example above, Bidder 3 is the Bidder who obtained the highest combined technical and financial score.



PART 7 – SECURITY REQUIREMENTS

Security Requirement

There is no security requirement



PART 8 – 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 7, 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 201403319** 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: _____

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.



PART 8 – CERTIFICATIONS

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)

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



PART 8 – CERTIFICATIONS

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 is 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

2.5 CERTIFICATION 6 – 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



PART 8 – CERTIFICATIONS

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.

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



PART 9 – 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”.

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

Delete section 20 Copyright in its entirety and replace with:

2.2 Supplemental General Conditions

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

3. Security Requirement

There is no security requirement

4. Term of Contract

(a) Contract Period: the « **Contract Period** » is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

(i) The “**Contract Period**” begins on the date the Contract is awarded and ends **March 31st, 2014.**

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tanya Nadeau
Contracting and Procurement Officer
Public Safety Canada
340 Laurier, Ave. West
Ottawa, Ontario, K1A 0P8
Tel: 613-990-3891 Fax: 613-954-1871 Email: contracting@ps.gc.ca



PART 9 – RESULTING CONTRACT CLAUSES

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

Title

Telephone: Facsimile: E-mail address:

6. Payment

6.1 Ceiling Price

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 if applicable and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.



PART 9 – RESULTING CONTRACT CLAUSES

- 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 on a monthly basis for work performed during the month 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
C2900D	(2000-12-01)	Tax Withholding of 15 percent
C0100C	(2010-01-11)	Discretionary Audit Clause-Commercial goods and/or services

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.



PART 9 – RESULTING CONTRACT CLAUSES

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) General Conditions 2035 – (2013-06-27), General Conditions - Higher Complexity – Services
- (c) Supplemental General Conditions 4007 Canada to Own Intellectual Property Rights (2010-08-16)
- (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 **201403319**

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.



PART 9 – RESULTING CONTRACT CLAUSES

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.

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

18.1 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>

18.2 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.

18.3 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.



PART 9 – RESULTING CONTRACT CLAUSES

19. **Canada Facilities, Equipment, Documentation & Personnel**

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.

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.