



**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

Public Safety Canada has a requirement for professional services to deliver services as identified in 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

The period of the Contract is from date of contract award and to be completed on or before **March 31st, 2014**

4. Project Authority

To be determined at contract award

The Project Authority or his designated representative will be responsible for monitoring the progress of the work and will be responsible for the technical/scientific requirements, the acceptance and approval of the deliverable. Any proposed changes to the scope of work may be discussed with the Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

5. Contracting Authority

Tanya Nadeau
Contracting and Procurement Section
Public Safety Canada
269 Laurier Avenue West, 13th Floor
Ottawa, Ontario 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.

6. 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.

7. Intellectual Property

The intellectual property shall vest with Canada, on the following grounds:

6.4 Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 to generate knowledge and information for public dissemination;

8. Security

There is no a security requirement included in this RFP



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 Buy and Sell site at least three (3) 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.



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: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

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 & Evaluation Procedures:

1. Proposal Preparation Instructions:

Bidders are requested to prepare their proposal in three (3) separate sections as follows:

Section 1: Technical Proposal (with no reference to price): four hard (4) copies. (Separately bound) and one (1) soft copy on cd or USB key

Section 2: Financial Proposal: one (1) hard copy

Section 3: Certifications (Refer to Part 6 - Certifications): one hard (1) copy

Due to the nature of this bid solicitation proposals transmitted by electronic mail or facsimile will NOT be accepted.

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 hard copies and one (1) soft copy on cd of the Technical Proposal are required. THE TECHNICAL PROPOSAL MUST EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.

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.

1.3 Section 3: Certifications (Part 6): one (1) copy

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

2. Submission of Proposals

Your proposal is to be addressed as follows and **must be received on or before 14:00 hours EDST, 12-09-2013 (December 9th, 2013).** 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.



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.



The Collection of Use of Force Data for Research Purposes and the Development of a Use of Force Weighting Tool

1. Background

“Police officers have the authority to use force to ensure that laws are upheld and public safety and security maintained (Hoffman 2004).” It is the “authority to use force [that] separates law enforcement officials from other members of society and the reasonable use of force is central to every officer’s duties (Hoffman 2004).”

The authority of law enforcement organizations to use force carries with it the responsibility of applying the amount of force required to maximize public safety, as well as that of the suspect(s) and the officer(s) involved.

Research on the use of force and policing in North America has frequently been driven by high profile incidents where there are assertions that the use of force has not been properly applied. This has resulted in a pattern of research, and subsequent data collection, which has been tailored to a particular issue with regard to the use of force. Examples of this specificity include the issues of the application of neck restraints (Hall and Butler 2007), the use of conduct energy weapons (CEW) (CPC 2012), officer actions that result in serious injury or death, the phenomena of excited delirium syndrome (Vilke et al 2012) or use of force choices related to other mental health issues (Morabito et al 2010). While there has been a priority given to responding to high profile incidents, there has been a tendency for research and data collection to have proceeded only secondarily on a solid theoretical basis or with the full range of operational or research requirements in mind (Travis et al 1999).

In 2007, under the direction of the ADM Committee on Policing Issues (ADM-PI), the Federal-Provincial-Territorial Conduct Energy Weapons Working Group (Working Group) began sharing information and best practices on CEWs. National guidelines for the use of CEWs and a national CEW research agenda were approved by FPT Ministers Responsible for Justice and Public Safety in 2010. In 2011, the Working Group expanded its mandate to include sharing of information on broader use of force policies and practices and, where appropriate, coordinating the development of guidelines on broader use of force issues. One of the responsibilities of the Working Group is to improve use of force reporting and data collection through research and discussion. Methods for use of force reporting, and the need for an evidence based training curriculum, are issues that have also been raised by other law enforcement stakeholders who recognize the need for empirical research that is grounded in solid data.

2. Project Objectives

The objectives of this project are two-fold:

- 1) to develop a map of policy and operational data needs related to use of force; and
- 2) to build on national use of force frameworks, in order to develop a weighting tool to allow for the refined analysis of use of force data and to inform training related to the use of force.

Specifically, as part of the first objective (1) the project will:

- A) identify the research and management questions that have been posed by Canadian academics, jurists, policy makers and police leaders regarding the use of force by police services;
- B) identify the quantitative data that is required to answer these questions, cross-referenced to individual questions; and
- C) describe the format in which the data must be collected in order to reliably answer these questions.

The Collection of Use of Force Data for Research Purposes and the Development of a Use of Force Weighting Tool



As part of the second objective (above), the project team will consult a selection of front-line police officers and police use of force trainers to develop a scale to provide estimate weights of the relative severity of all use of force options that may be used by police and suspects (including the threat, display and application of the force options). (See Appendix B for some use of force options that might be included in such a scale.)

3. Approach

This study should be conducted by undertaking a systematic literature review and undertaking a number of structured key informant discussion groups that are purposively representative of front line police officers and police use of force trainers in Canada.

The study will be completed over a fourteen week period, approximately, with all scheduled deliverables being finalized by March 21, 2014.

Throughout the performance of the work the Contractor shall apply the ethical principles of the *Tri-Council Policy Statement on Ethical Conduct for Research Involving Humans* and privacy legislation, where applicable.

4. Tasks

The Contractor shall:

4.1 Attend an initial kick-off meeting within 1 week of contract award and submit a revised work plan

4.2 Review Literature and Analyze Research Questions

Undertake a systematic review of the public and available gray literature¹ on the use of force to identify the range of particular policy, operational and research questions that are posed in this domain. This review will also identify the quantitative variables required to answer these questions, as well as identify the manner in which they are required to be collected.

4.3 Collect Data from Key Informant Groups and Create a Use of Force Weighting Tool

Collect data and information from key informant groups, representing front-line police officers and police use of force trainers, in order to create a use of force weighting tool for each, as well as one unified use of force scale.

The Project Authority will provide letters of introduction, facilitate access, and provide introductions where possible.

In the event that the Contractor is not able to arrange discussion sessions or obtain other data from police services in a timely manner, the Contractor must inform the Project Authority, which will work with the Contractor to determine an appropriate way forward.

Please note that all final deliverables and data accessible to Public Safety Canada must be fully **anonymized** to the standards established by Statistics Canada. Recordings, transcriptions and notes that could identify a respondent who was contacted during the course of the research project must be destroyed or made anonymous when the final deliverable is accepted by the Project Authority. (See below, regarding deliverables.)

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).



4.3 Prepare a Draft Report

Prepare a draft report of no more than twenty-five pages (excluding annexes). The draft report should outline the background for the research, the methodology applied in the study, the findings of the literature review, a map of the questions posed in the literature to relevant quantitative variables, two use of force scales, an analysis and explanation of the use of force scales, a section describing how the research findings could be applied in policy and operational settings, and a conclusion. While the report should not make specific policy recommendations, it may identify areas for further exploration and research. The draft report is to be presented to the Project Authority for review, feedback and approval.

4.4 Prepare a Final Report

The Contractor shall 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. The final report, incorporating the feedback and changes requested by the Project Authority, must be presented for the review, final comments/feedback and approval of the Project Authority before being considered final.

4.5 Present Findings of Report

Upon completion and approval by the PA of the final report the Contractor shall prepare a PowerPoint presentation that may be presented to the Project Authority at a mutually convenient time, if deemed necessary. If required, the presentation would be made in-person in Ottawa, Ontario and may include participation of officials via videoconference or teleconference.

5. Deliverables

The Contractor shall provide the following:

Week 2: Present and Submit the revised work plan to Public Safety Canada for review and approval (Word Document)

Week 4: Presentation of revised planned approach/methodology (i.e., an outline of the report and Research Instruments) to the Project Authority for feedback and approval by the Project Authority (PowerPoint Document)

Week 5: Submission of a revised approach based on feedback from the Project Authority (PowerPoint Document)

Week 8: Submission of a review of the literature (Word Document)

Week 8: Presentation updating the Project Authority on progress regarding the collection of data and discussions with key informant groups (PowerPoint Document)

Week 11: Submission of a first complete draft report for feedback and approval of Project Authority (Word Document)

Week 13: Submission of second, revised complete draft report for review and approval of Project Authority (Word Document)

Week 14: 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, if required (PowerPoint Presentation)

All deliverables shall be completed by March 21, 2014.

The Collection of Use of Force Data for Research Purposes and the Development of a Use of Force Weighting Tool



6. Format of Deliverables

All deliverables are expected to 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).

7. Language of Deliverables

All deliverables are requested to be presented in English. The Contractor must provide services in both official languages as and when requested and required. Public Safety Canada will be responsible for the translation of documents.

Interviews and related materials, such as logistical correspondence and letters of consent, shall be conducted or provided in the official language of choice of the party contacted. The in-person presentation, if required, shall be presented in either English or French, as required.

8. Client support

The Project Authority will provide letters of introduction, facilitate access, and provide introductions where possible. However, the Contractor shall have the responsibility to identify possible key informants, contact and communicate with key informants identified by the Contractor or the Project Authority, and to notify the Project Authority immediately of any issues that may arise surrounding the communication.

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.

9. Work Location and Travel

Travel within Canada may be required for the completion of discussions with key informant groups. Travel to Ottawa, Ontario may be required for the presentation of the findings of the study to the Project Authority. All travel costs are the responsibility of the Contractor.

10. Selected Bibliography

Alpert, Geoffrey P., Roger G. Dunham and John M. MacDonald. (2004) "Interactive Police-Citizen Encounters that Result in Force." *Police Quarterly* 2004 7: 475.

Canadian Association of Chiefs of Police (CACP). (2013) *CACP Use of Force Advisory Committee*. Accessed on October 7, 2013 from <https://www.cacp.ca/default/committees/viewcommittee?committeeld=29>.

Commission for Public Complaints Against the Royal Canadian Mounted Police (CPC). (2012) *RCMP Use of the Conducted Energy Weapon: January 1, 2010 to December 31, 2010*. Special Report. Commission for Public Complaints Against the Royal Canadian Mounted Police.

Crow, Matthew S. and Brittany Adrion. (2011) "Focal Concerns and Police Use of Force: Examining the Factors Associated with Taser Use." *Police Quarterly* 2011 14: 366.



Expert Panel on the Medical and Physiological Impacts of Conducted Energy Weapons. (2013) *The Health Effects of Conducted Energy Weapons*. Chair, The Honourable Justice Stephen T. Goudge. Ottawa: Council of Canadian Academies. Accessed on October 15, 2013 from http://www.scienceadvice.ca/uploads/eng/assessments%20and%20publications%20and%20news%20relases/cew/cew_fullreporten.pdf.

Garner Joel H. and Christopher D. Maxwell. (2002) *Understanding the Use of Force By and Against the Police in Six Jurisdictions*. U.S. Department of Justice, NCJRS, Document No.: 196694, Award Number: 95-IJ-CX-0066.

Hall, Christine and Chris Butler. (2007) *National Study on Neck Restraint in Policing*. Canadian Police Research Centre.

Hall, Christine, Kristine Votova, and Donna Wood. (2013) *Prospective Analysis of Police Use of Force in Four Canadian Cities: Nature of Events and Their Outcomes*. Defence Research and Development Canada: DRDC CR 2013-011.

Hoffman, Ron. (2004) "Canada's National Use-of-Force Framework for Police Officers." *The Police Chief: The Professional Voice of Law Enforcement*. Accessed on October 7, 2013 from http://www.policechiefmagazine.org/magazine/index.cfm?fuseaction=display_arch&article_id=1397&issue_id=102004.

Kaminski, Robert J., Clete DiGiovanni, and Raymond Downs. (2004) "The Use of Force Between the Police and Persons with Impaired Judgement." *Police Quarterly* 7(3) 311-338.

Lacombe. (2010) *SGPS SB/OR Reporting Structure*. Royal Canadian Mounted Police. Unpublished presentation.

Morabito, Melissa S., Amy N. Kerr, Amy Watson, Jeffrey Draine, Victor Ottati and Beth Angell. (2010) "Crisis Intervention Teams and People With Mental Illness: Exploring the Factors That Influence the Use of Force." *Crime & Delinquency* 2012 58: 57.

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

Royal Canadian Mounted Police (RCMP). (2009) *Incident Management/Intervention Model*. Accessed on October 7, 2013 from <http://www.rcmp-grc.gc.ca/ccaps-spcca/cew-ai/imim-migi-eng.htm>.

Taylor, Bruce and Daniel J. Woods. (2010) "Injuries to Officers and Suspects in Police Use-of-Force Cases: A Quasi-Experimental Evaluation." *Police Quarterly* 13(3) 260-289.

Terrill, William, Geoffrey P. Alpert, Roger G. Dunham and Michael R. Smith. (2003) "A Management Tool for Evaluating Police Use of Force: An Application of the Force Factor." *Police Quarterly* 2003 6: 150.

Travis, Jeremy, Jan M. Chaiken, and Robert J. Kaminski, eds. (1999) *Use of Force by Police: Overview of National and Local Data*. U.S. Department of Justice: National Institute of Justice. NCJ 176330.

Vilke, Gary M., Mark L. DeBard, Theodore C. Chan, Jeffrey D. Ho, Donald M. Dawes, Christine Hall, Michael D. Curtis, Melissa Wysong Costello, Deborah C. Mash, Stewart R. Coffman, Mary Jo McMullen, Jeffery C. Metzger, James R. Roberts, Matthew D. Sztajnrker, Sean O. Henderson, Jason Adler, Fabrice Czarnecki, Joseph Heck, and William P. Bozeman. (2012) "Excited Delirium Syndrome (ExDS): Defining Based on a Review of the Literature." *The Journal of Emergency Medicine*, Volume 43, Issue 5, Pages 897-905. Accessed on October 7, 2013 from [http://www.jem-journal.com/article/S0736-4679\(11\)00196-X/abstract](http://www.jem-journal.com/article/S0736-4679(11)00196-X/abstract).



Annex A - Sample “Research and Management Questions” Questions

The following are sample “research and management questions” to model what types of questions could be collected in order to meet objective 1), A).

Please note that this is not an exhaustive or final list, and should be considered for illustrative purposes only. Development of an exhaustive list is one of the tasks required under this research contract.

- Do police officers follow the use of force model or policy within their jurisdiction?
- Is there are relationship between suspect behaviour and the officers response with regard to use of force?
 - Does pursuit result in greater use of force?
 - Does erratic behaviour and mental instability relate to the degree of force used?
 - Does observing the suspect to be under the influence of drugs or alcohol relate to the degree of force used?
 - Is officer perception of suspect characteristics and officer response related? (e.g., confirmed gang member, possible gang member or affiliate, believed criminal record, believed violent criminal record, suspected to have mental illness, believed to carry weapons, believed to be cooperative, believed to be assaultive, believed to carry weapons, etc.)
- Is there a relationship between the criminal history of the location of the incident and the use of force (e.g., No prior knowledge, Location Believed to be Nonthreatening, Location Known for Criminal Activity, Location Believed to be Hazardous to Police)?
- Is there a relationship between the weather or lighting conditions and the degree of force used?
- How is use of force related to the likelihood of arrest, charge, clearance of other criminal incidents, or conviction?
- When are the highest rates of use of force incidents occur - time of day or day of week or season?
- Is there are relationship between the geographic or architectural features of the incident and the use of force (e.g., residential, rural, urban, indoor, outdoors, or roof top, roadside, stairwell, cell area, or particular regions in the police jurisdiction)?
- What geographic location in the police jurisdictions has the most use of force incidents, per call, per offence, by residential density, by number of licensed establishments, by policing zone, etc.?
- Are there any disparities in the physical attributes of the suspect and officer related to the degree of force applied in a situation by suspect or police (i.e., ethnicity, height, weight, body mass index (BMI), above or below average physical strength / fitness, sex)?
- Do officers apply more or less force at the start or end of their shifts?
- What is the relationship between use of force - of suspects and/or officers - and officer injury?
- Is there a relationship between the number of officers responding to an incident and the use of force that is applied?
- Is there a relationship between the numbers of officers at the scene when force is applied with the degree of force used?
- Is there are a relationship between the level of force a suspect uses and the level of force police use?
- What use of force is most associated with officer and suspect injury or death?
- What is the relationship between a body camera being worn and use of force?
- Is there a relationship between the application of the use of force and uninvolved witnesses observing the incident? ... or filming the incident?
- How many more or less injury claims or deaths will the addition of X number of officers carrying Y weapon (i.e., CEW) result in?
 - If the average cost of a claim is X, how much money per year will Y use of force option bring?



- How, and in what circumstances, do officers switch from one use of force option to another during an incident?
- What types of calls for service are most associated with what types of use of force incidents?
- What is the relationship between threat or display of a weapon by an officer and the use of the weapon?
- Are there distinguishing patterns amongst the previous incidents where force is used, for officers found to have used excessive force?
- Is the use of force continuum applied differently in public order incidents versus other types of calls for service?
- What differences characterize incidents when the use of force results in injury and similar incidents that do not result in injury?
- How are incidents where officers have been found to have applied excessive force different from incidents with similar differentials in suspect versus officer application of use of force options have occurred?
- Are certain weapons/use of force options more or less likely to be involved in incidents where there has been an excessive use of force? ... to what degree and in what contexts?
- Are police complaints related to differentials in suspect versus officer application of use of force options? ... or a pattern of how an officer applies use of force?
- Do hours of officer training on X (e.g., use of force, mental health, etc.), frequency of officer training, or duration from last training, relate to the use of force?
- Is there are relationship between age, years of service, or years of service doing certain tasks, and the use of force by officers?
- How does the age of the suspect relate to the use of force during an incident, in particularly youth or seniors?
- How does officer access to different use of force options relate to the use of force?
- How often is back up requested before different types of use of force are applied?
- Does the suspect wearing a mask or other disguise or ballistic armour relate to the use of force?
- Does the suspect or officer having a pre-existing injury relate to the use of force?
- Do officers with different physical fitness levels use force differently?
- How often, and under what circumstances, is force used on subjects that are restrained, hand cuffed or contained in an enclosed space with no egress?
- Is there a relationship between use of force by suspect or officer vis- à-vis the officer's mental health status?
- What are the characteristics of incidents of the use of force that result in complaints or lawsuits against the police service?
- In what types of incidents is "excited delirium" recognized and what are the outcomes of the cases? For similar cases where "excited delirium" is not recognized what are the outcomes and characteristics of these cases?
- What are the characteristics of use of force incidents where corrective action is taken by a supervisor?
- Do officers use force differently if one other officer is present, multiple officers are present, or a supervisor is present?
- Does officer use of force relate to the volume of calls being fielded by the officer?
- Do different models of policing relate to a police service's use of force?
- How do use of force incidents involving the application of canine force differ from other incidents, in particular with regard to subject, officer and canine injury?
- How often is the weapon used by an officer in a use of force incident damaged during the incident or fails to operate properly/malfunctions during the incident?



- Are certain types of offence or certain classifications of calls for service more or less likely to involve various levels of use of force by suspects or by officers? ... or involve a significant discrepancy between suspect and officer use of force?
- What types of use of force incidents are more likely to result in mental health injury to officers (i.e., Post Traumatic Stress Disorder, depression, substance abuse), or be related to higher rates of absenteeism, disciplinary action, presenteeism/accommodated duties for officers?



Annex B – Examples of Possible Items to Include in a Use of Force Weighting Tool

(For an example of a similar tool, see Garner and Maxwell 2002.)

Please note that this is not an exhaustive or final list, and should be considered for illustrative purposes only. Development of a complete list is one of the tasks required under this research contract.

Also, please note that many of the possible force options on this preliminary hypothetical list may apply to the actions of either police officers or suspects. The existence of a force option on this hypothetical list does not presume any frequency of use by police officers.

Verbal communication:

- 1) Conversational Voice;
- 2) Command Voice;
- 3) Shouting/Cursing;
- 4) Verbal Threats;

Use of restraint:

- 1) Hand Cuffs;
- 2) Leg Cuffs;
- 3) Other More Severe Restraints (i.e., hog tied);
- 4) CEW cuffs;

Weaponless tactics:

- 1) Gentle Hold Only;
- 2) Spit;
- 3) Grab Hand, Arm;
- 4) Twist or Lock Hand, Arm;
- 5) Push, Shove, Scuffle;
- 6) Wrestle, Takedown;
- 7) Hit, Punch, Arm Block;
- 8) Kick, Leg Block;
- 9) Bite, Scratch;
- 10) Pressure Point;
- 11) Choke, Strangle, Carotid Hold, Lateral Vascular Restraint;
- 12) Search;

Weapons, for each:

- 1) Possess;
- 2) Verbally Threaten Use;
- 3) Display/Brandish; or
- 4) Use;

Police weapon used:

- 1) Baton;
- 2) Flashlight;
- 3) Handgun;
- 4) Conduct Energy Weapon;
- 5) Sound Energy Weapon;
- 6) Chemical Agent;
- 7) Rifle/Shotgun; (a) live ammunition or (b) less-lethal kinetic ammunition;



- 8) Vehicle;
- 9) Canine;
- 10) Shield;

Public weapon used:

- 1) Stick/Blunt Object;
- 2) Knife/Edged Weapon;
- 3) Handgun;
- 4) Conduct Energy Weapon;
- 5) Sound Energy Weapon;
- 6) Laser
- 7) Chemical Agent;
- 8) Biological Agent;
- 9) Rifle/Shotgun; (a) live ammunition or (b) less-lethal kinetic ammunition;
- 10) Vehicle;
- 11) Canine;
- 12) Shield/Bulky Blunt Object;
- 13) Whip;

Number of officers present:

- 1) Two officers present;
- 2) Three or more officers present;

Pursuit:

- 1) On Foot, Bicycle;
- 2) In Motor Vehicle; and
- 3) In Helicopter.



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.

1.1 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 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.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

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 should be addressed separately.

Mandatory Technical Criteria			
Number	Mandatory Technical Criterion	Cross Reference to Proposal	
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.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>



Mandatory Technical Criteria

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.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
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>	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
<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 3 years' experience or has at least 3 different research projects</u> , undertaking qualitative research and analysis in the area of policing and/or criminal justice	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
MT5	The Bidder must demonstrate that at least one member of the team of proposed resources has <u>at least 3 years' experience or has at least 3 different research projects</u> , undertaking quantitative research and analysis in the area of policing and/or criminal justice	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
MT6	The bidder must indicate that one of the proposed resources is fluently bilingual in both official languages (i.e., English and French)	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>



1.2.2 Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section. **The Bidder's technical proposal must obtain a minimum overall mark of 40/60 points.**

The Bidder is to provide all relevant details for each project listed including but not limited to:

- Project title and brief description of tasks
- duration in time (e.g. months; years) and dates;
- your roles and responsibilities;
- Project budget
- description of the work, including scope;

Technical proposals will be evaluated and scored in accordance with the following evaluation criteria.

NOTE: If the bidder's technical proposal does not score (40/60) or more of the rated technical criteria, the bidder's proposal will be deemed non-compliant.

Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
NOTE : For the purposes of R1 you must provide detailed descriptions/abstracts of no more than one page of the publications you are using to demonstrate meeting the requirements of R1.				
R1	<p>The Bidder should demonstrate that the proposed team member(s) have a publication record based on qualitative and/or quantitative research in the area of policing*</p> <p>*policing also includes law enforcement</p> <p>The bidder MUST provide a <u>description /abstract (of no more than one page)</u> of the subject matter of the publication that demonstrate how the publication record is based on <u>qualitative and/or quantitative research in the area of policing</u></p> <p>The Bidder MUST provide at least the following details:</p> <ul style="list-style-type: none"> • Authors of the publication • Name of the publication • Date of publication 	<p>2 points per publication up to a maximum of 10 points</p> <p>Example: 1 publication = 2 points 2 publication = 4 points 3 publication = 6 points</p> <p>BONUS :</p> <p>2 bonus points will be awarded if the Bidder demonstrates that all of the publications were in a <u>peer-reviewed</u> academic journal.</p> <p>3 bonus points will be awarded if the Bidder demonstrates that <u>two</u> of the proposed resource's publications were on the subject of the <u>use of force</u> by, or against, law enforcement officers.</p>	15 points	
R2	<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 resources to be consulted; and • where applicable, provides details on team composition, the responsibilities of the team members and expected efforts 	<p>5 points - Poor Work Plan absence 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</p>	20 points	



Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
	<p>per task; and</p> <ul style="list-style-type: none"> demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work. 	<p>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>		
R3	<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 the methodologies/approach.</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. <p>20 points - Very Good methodology and approach that is convincing, with clear and complete details, <u>on 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</p>	25 points	



Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
		<p>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. 		
Total maximum technical points			60 points	
<p>Total minimum points required</p> <p>NOTE: If the bidder's technical proposal does not score more than the total minimum required (40 points out of 60 points) of the rated technical criteria, the bidder's proposal will be deemed non-compliant.</p>			40 points	

2. Basis of Selection- Highest Combined Rating of Technical Merit (70%) and Price (30%)

The winning bidder will be selected using the weighting factors of 70% for technical evaluation and 30% for price:

- a. Proposals will first be screened against mandatory criteria. Those proposals that do not meet the requirements for the mandatory criteria will not be considered any further in the evaluation.
- b. Proposals will then be judged against the rated criteria. Those proposals that do not achieve a minimum score of **40 points** on the rated criteria will not be considered any further in the evaluation.
- c. The rated technical score from each of the remaining proposals will then be added to the score for the price. The score for the price will be set by giving the full 30 points to the lowest qualified bidder. Price proposals of other responsive bidders will be prorated from the lowest bid.



2.1 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%) Maximum rated technical score is 160 for this example.			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	151	145	138
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$151/160 \times 60 = 56.62$	$\$50,000^* / \$60,000 \times 40 = 33.33$	89.95
Bidder 2	$145/160 \times 60 = 54.37$	$\$50,000^* / \$55,000 \times 40 = 36.36$	90.73
Bidder 3	$138/160 \times 60 = 51.75$	$\$50,000^* / \$50,000 \times 40 = 40$	91.75

* represents the lowest evaluated price
Example: Bidder 3 would be the successful bidder

3. 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 the proposed time rate* and the estimated time to be spent 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. ** NOTE: If there are travel and living expenses applicable, the bidder must include the estimated travel cost in the total estimated cost for evaluation. All travel must be pre-approved by the Project Authority	\$ _____
e)	Profit or Fee: State your proposed profit or fee, if any, and the basis on which it is applied or calculated.	\$ _____
Total Estimated (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.

3.1 Travel and Living

3.1.1 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.



- 3.1.2 All payments are subject to government audit.
- 3.1.3 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
- 3.1.4 Travel and living expenses cannot be claimed by the Contractor if incurred within 100 kilometers of the primary location of work.

3.2 Definition of a Day/Proration

- 3.2.1 A day is defined as 7.5 hours exclusive of meal breaks.
- 3.2.2 Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.
- 3.2.3 Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours Worked}}{7.5} \times \text{Firm Per Diem Rate}$$

3.3 The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

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 certifications included in Article 1.1 to Part 6, Certifications, must be duly completed and submitted by the Bidder as part of its bid.

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 201403736 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.

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

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 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.

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 7 Security Requirements

There is no security requirement



Part 8 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:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

2.1 General Conditions

2035 (2012-07-16), General Conditions – Higher Complexity Services

Delete section 20, copyright in its entirety and replace with the following:

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

4.1 Period of Contract

The Work is to be performed from date of contract award to **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 0P9

Tel: 613-990-3891, Fax: 613-954-1871
Email: tanya.nadeau@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.

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.

6. Basis of Payment

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. 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.

8. Payment Period

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.

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.

9. SACC Manual Clauses

A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department
C2900D	(2000-12-01)	Tax Withholding of 15 percent



10. Invoicing Instructions

10.1 The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 (2012-07-16), General Conditions – Higher Complexity-Services

10.2 Additional Invoicing Instructions

10.3 An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.

10.4 Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document (ie, task authorization duly signed) and any other documents as specified in the Contract;

10.5 Invoices must be distributed as follows:

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

Attn: To Be determined at Contract Award

Public Safety Canada
340 Laurier, Ave. West
Ottawa, Ontario
K1A 0P8

(b) One (1) copy must be forwarded to the Contracting Authority identified under article 5 of the Contract entitled “ Authorities”.

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 (2012-11-19), General Conditions –Higher Complexity Services
- (c) the supplemental general conditions 4007-Canada to own intellectual property rights in foreground information
- (d) Annex “A”, Statement of Work;
- (e) Annex “B”, Basis of Payment;
- (g) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable) in response to RFP 201403736

The Collection of Use of Force Data for Research Purposes and the Development of a Use of Force Weighting Tool

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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:

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.

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. Protection of Information

Without limited the generality of section 22 of General Conditions 2035,

The Contractor may only disclose information to employees with a need to know the information to perform the contract and advise them of the Contractor's obligations with respect to the information;

Canada may require that any employee or subcontractor who will be given access to the information enter into a non-disclosure agreement.

20. 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.



21. 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

To be inserted at contract award