



**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 "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, 2015**; however, if the work in its entirety is completed and accepted at any time before March 31st, 2015, the contract shall terminate.

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 under the following exception:

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;

Assessment of the Economic Impact of Border Fees on Three Economic Sectors in Canada and the United States of America



8. **Security**

There is 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 MERX 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

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.

NOTE: Failure to include a financial and/or technical proposal at time of submission will result in the bid being deemed non-compliant and will not be evaluated.

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, 02-03-2014 (February 3rd, 2014).** 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. **Failure to submit a financial and/or technical proposal with the bidder's submission shall result in the bid being deemed non-compliant and will not be evaluated.**

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

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

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

Contractor Selection Method is outlined in Part 5 Section 2.



Part 4 **STATEMENT OF WORK**

1.0 Title

Assessment of the Economic Impact of Border Fees and Charges on Three Economic Sectors in Canada and the United States of America

2.0 Objective

The objective of this contract is to assess the economic impact of border fees and charges on the motor vehicle and motor vehicle parts manufacturing, plastic product manufacturing and vegetable and melon farming industries in Canada and the United States of America. This includes examining the cumulative effect of these fees and charges on key economic variables such as sales, outputs and exports. The assessment will be made on the basis of quantitative analysis completed using such methods as economic modeling (such as econometric or computable general equilibrium), and complemented by qualitative analysis obtained through such methods as industry interviews. It is anticipated that the findings of this contract will be published in a joint Canada-U.S. report on border fees and charges that will be made available to the public; the assessment itself may also be made publicly available.

3.0 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. As such, it includes a numbers of initiatives related to trade facilitation, economic growth and jobs. One of these initiatives is a commitment to “[b]ring greater public transparency and accountability to the application of border fees and charges, with a view to reducing costs to business and promoting trade competitiveness”. Public Safety Canada and U.S. Customs and Border Protection are responsible for delivering on this initiative. The initiative includes two action items:

1. Develop for each country an inventory of fees and charges at the border which sets out their purpose and legal basis, how they are collected, how much is collected, their intended use and the rationale for collecting them at the border; and
2. Commission a third party to conduct an economic impact assessment of such fees, including their cumulative effect, on the competitive position of three economic sectors in Canada and the United States for which cross-border activity is important.

Based on this work, the Project Authority will produce and publish a joint report on border fees, setting out the inventory of fees in each country and the results of the economic impact assessment of the three sectors, which will be made publicly available.

To implement this Action Item, Public Safety and U.S. Customs and Border Protection have developed inventories of Canadian and American border fees respectively. These inventories set out the purpose and legal basis of the fees and charges, how the fee is collected and the intended use and rationale for collecting the fees. They include data on the total revenue each Government received for each fee in 2010-2011 and how much of this revenue can be attributed to Canada-U.S. border activities. Some of these totals have been estimated using publicly reported revenue data and shipment and trade data.



The Canadian inventory can be found at the following web link:

<http://www.publicsafety.gc.ca/cnt/brdr-strtg/bynd-th-brdr/brdr-fs-eng.aspx>

The U.S. inventory can be found at the following web link:

http://cbp.gov/linkhandler/cgov/newsroom/highlights/border_fee_inventory.ctt/border_fee_inventory.pdf

The inventories are trade-focused and include transactional fees and charges on the movement of goods, not people, across the Canada-U.S. border. They include fees and charges that are:

- Applied to the entry of goods into the country;
- Mandatory to the entry of goods, regardless of when or where the fee is collected;
- Established by legal authority (a law, regulation, or statutory authority); and
- Administered by a department or agency of either federal government.

Some of the fees or charges in the inventories are specific to the shipment of certain commodities across the Canada-U.S. border while, in other cases, the fees or charges are applied more generally to all shipments crossing the Canada-U.S. border. In addition the application of some of the fees or charges may depend on the point of origin and/or destination of the shipment.

The inventories do not include the following fees or charges:

- Customs duties, tariff rate quotas, or excise taxes;
- Fees applied to the entry of services, people as service providers, people as travelers, or people for immigration purposes;
- Fees collected by a provincial, territorial, state, or municipal order of government;
- Fees collected solely by private entities;
- Non-transactional fees (such as brokerage and warehouse fees); or
- Voluntary fees (such as fees paid to enroll in the trusted trader programs).

An assessment of the economic impacts of these fees is not within the scope of this project.

To support the development of the Canadian inventory, Public Safety awarded a contract for the development of a potential inventory of a Canadian border fees and charges that will be shared with the contractor. In order to ensure that there is no potential unfair advantage, the Contractor named in the previous contract is precluded from bidding on this RFP.

Public Safety seeks the provision of professional services to assess the economic impact of border fees and charges included in the inventories on motor vehicle and motor vehicle parts manufacturing, plastic product manufacturing and vegetable and melon farming industries in

Canada and the United States of America. This includes assessing the cumulative effect on the competitive position of these industries, for example on key economic variables such as sales, output and exports.

The completion of this assessment will fulfill the part of the Action Plan commitment to “[b]ring greater public transparency and accountability to the application of border fees and charges, with a view to reducing costs to business and promoting trade competitiveness”. It is anticipated that the results of this assessment, along with the inventory of border fees and charges, will be published in a joint Canada-U.S. report on border fees and charges that will be made available to the public.



4.0 Scope

The study will be completed over a twenty-four week period. The study should involve the use of economic modeling (such as econometric or computable general equilibrium modeling) to estimate the broader (direct and indirect) impact of border fees on the cumulative effect on the competitive position of these industries, for example on key economic variables such as sales, output and exports. It will involve interviews with approximately three firms in each of the three sectors (motor vehicle parts manufacturing, plastic product manufacturing and vegetable and melon farming industries). The firms will be identified by the Contractor and subject to the approval of the Project Authority. The purpose of these interviews will be to obtain company specific data that will support the analysis of the impact of border fees in the Canadian and American inventories.

The sector specific analysis should highlight the different impacts, including, but not limited to, direct impacts (i.e. the cost of the fee itself) and indirect impacts (i.e. the costs associated with paying the fee).

The primary focus of the assessment will be on the economic impacts of fees that have been included in the inventories developed by the Project Authority. All analysis should be limited to the motor vehicle and motor vehicle parts manufacturing, plastic product manufacturing and vegetable and melon farming industries.

5.0 Tasks

5.1 Review of background and contextual materials

The Contractor will be provided with a list of previously completed studies of relevance for this project, along with publicly available administrative background material, for their review. The review of these materials, including methodologies used in similar studies and data available for analysis, should help inform the Contractor's approach to this project. In addition to the review of these documents, the Contractor should, as appropriate, identify and review additional background and contextual material to support preparations for this project.

5.2 Present an updated work plan

Within two weeks of the kick off meeting, the Contractor shall present the Project Authority with an updated proposed work plan for review and approval.

5.3 Identify fees and charges that impact the sectors of focus of the project

The Contractor should consider the supply chain and business processes in the three sectors of focus of the project that involve the movement of goods across the Canada-U.S. border and identify fees in the inventories that affect these supply chains and processes.

5.4 Present an updated approach for the methodology for the assessment of economic impacts of border fees and charges

The approach should focus on measuring, in quantitative terms, the cumulative economic impact of such fees on the competitive position of Canadian and U.S. firms in motor vehicle and motor vehicle parts manufacturing, plastic product manufacturing and vegetable and melon farming industries.

As some of the fees and charges in the inventories are applied to a range of shipments and are not specific to certain commodities, the Contractor will also be required to present an approach for estimating the impact these fees have on the industries selected for the study.



Factors that should be considered in developing the methodology should include, but are not limited to, the following:

- Direct and indirect impacts of these fees on key economic variable (such as sales, outputs and exports) (i.e. the cost of the fee itself and cost associated with paying the fee);
- Points at which specific fees in the inventory of border fees and charge affect the supply chain and business process of a sector that involve the movement of goods across the Canada-U.S. border; and
- The impact of non-commodity specific fees on the industries selected for this study;
- The impact of fees that are only applied based on the point of origin and/or destination of the shipment of certain commodities;
- Ease with which the required data can be accessed (contingency plans should be identified);
- The Contractor should also make use of economic modeling methods, such as computable general equilibrium modeling;
- Financial data obtained from specific firms to complement economic modeling (to the extent to which it is available to the Contractor); and
- Qualitative analysis obtained through key informant interviews to complement quantitative analysis. These interviews should be conducted in person to the extent possible.

In the event that the Contractor identifies additional fees that should be considered in the analysis, the Contractor should advise the project authority and seek guidance on how to address the issue. The Contractor will be required to account for the identification of additional fees in their proposed methodology.

The Contractor shall present its updated approach and methodology to the Project Authority for review, feedback and approval. Should modifications be required, the Contractor shall make the necessary changes.

5.5 Conduct interviews with key informants

The interviews should be conducted with industry associations and firms in the automotive and automotive parts manufacturing, plastic product manufacturing and vegetable and melon farming sectors and should be conducted in person to the extent possible. The Contractor should conduct interviews with a minimum of three firms in each of the three sectors and should seek to engage firms of a variety of sizes and in a variety of locations. The firms must be presented to and approved by the Project Authority before the interviews are conducted. The proposed questions for the interviews should also be presented and approved by the Project Authority.

The purpose of these interviews will be:

- 1) To obtain quantitative data on direct and indirect costs associated with the payment of fees;
- 2) To obtain insight into how the various fees charged affect the flow of the firm's supply chain.

The Contractor will be responsible for establishing contact with the firms; at the Contractor's request the Project Authority will provide an introductory letter outlining the project and context for the interview request.

The Contractor may also conduct interviews with industry associations to obtain more general information about the impacts of the fees being studied; these associations may also assist the Contractor in the identification of potential firms for interviews. The Project Authority will provide the Contractor with the contact details for these associations.



In the unlikely event that private sector industries do not wish to participate in the interview process and that no interviews can be conducted the Contractor must inform the Project Authority immediately and an alternate method of obtaining the quantitative data from the private sector will be determined, discussed and approved.

5.7 Prepare a report on the economic impact of border fees

The Contractor will prepare a report outlining the methodology, referencing previous studies and providing findings of the analysis (both quantitative and qualitative). While the report should not make specific policy recommendations, it may identify areas for further exploration. It should also identify any limitations associated with the established scope of the study. The report shall be created in line with, and respect the common look and feel of the Communications Policy of the Government of Canada <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12316§ion=text>.

The report shall be presented to the Project Authority for approval and the required modifications shall be made. The report shall only be considered final once it has been approved by the Project Authority.

5.8 Present findings of report

Upon completion and approval of the report by the Project Authority the Contractor shall prepare a PowerPoint presentation that they will present to the Project Authority at a mutually convenient time. The presentation will be made in person in either Ottawa, Ontario or Washington, D.C. and may include participation of officials via videoconference or teleconference.

6.0- Deliverables and Timelines

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. All deliverables must be presented to the Project Authority for review, feedback and will only be considered final upon approval.

Week 1: Participation in a kick-off meeting with the Project Authority within 5 days of contract award.

Week 3: Updated Work plan to be submitted to Project Authority for review and approval. The format shall be a Word Document and shall be presented within two weeks following the kick-off meeting.

Week 5: Presentation of report outline and proposed approach for assessing economic impact of border fees and charges, including, but not limited to, details on economic modeling, data generation and the fees that will be focused on and how their impact on the supply chains of the three sectors will be considered (PowerPoint Document) for feedback and approval of the Project Authority.

Week 8: Submission of revised approach and methodology based on feedback from the Project Authority (PowerPoint Document).

Week 13: Submission of first draft of chapters containing economic modeling analysis (Word Document) for review and approval of the Project Authority.

Week 17: Submission of first complete draft of report (Word Document) for review and approval of the Project Authority.



Week 20: Submission of second complete draft of report (Word Document) for review and approval of the Project Authority.

Week 24: Submission of final report and presentation of findings to the Project Authority (Word Document and PowerPoint Document) for review and approval of the Project Authority.

TBD: Presentation of findings of project to the Project Authority in Ottawa, Ontario or Washington, DC (Powerpoint Presentation)

6.1 Language requirements

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

7.0 Travel

Travel within North America may be required for the completion of interviews with key informants. Travel to either Ottawa, Ontario or Washington, DC will be required for the presentation of the findings of the study to the Project Authority.

8.0 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.

9.0 Meetings

Meetings will be held in person and/or via teleconference as required and as determined by the Project Authority. Within five days of the award of the contract a kick-off meeting will be held. Project meetings will be held at a minimum on a bi-weekly basis. Additional meetings may also be scheduled on an as needed basis.



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 indicating their acceptance of all the terms and conditions, as per clause "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"/>
MT2	<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"> • Full name of the individual proposed; • 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"/>

Note: Supporting data must be provided for all experience and/or projects listed. Experience and/or projects listed without sufficient supporting data will not be considered as demonstrated.

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.

The bidder should present the previous projects to demonstrate how they or their proposed resources (as applicable and detailed in each criteria) meet the following criteria in the order set out in the table.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. Each previous project should be clearly described and should address, but not necessarily be limited to the requested and required experience and/or projects in each criteria. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is recommended that Bidders address these criteria in sufficient depth as the previous projects will be evaluated solely on their content.

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.

MT3	<p>The bidder must demonstrate that the proposed resource identified as the team leader has at least five (5) years' experience leading quantitative economic research and analysis in the area of trade policy*</p> <p>*Trade Policy is defined as: governmental policy governing trade with foreign countries. It may involve various policy actions such as tariffs, subsidies, quotas, regulations and other actions that could affect international trade flows.</p>	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
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Mandatory Technical Criteria

<p>MT4</p>	<p>The bidder must demonstrate that one member of the team of proposed resources has conducted at least five (5) quantitative economic analysis projects in the area of <u>trade policy</u>*</p> <p>In order to demonstrate meeting this criteria:</p> <p>At least <u>one</u> of the five projects must have involved the <u>creation and use of an economic modelling methodology</u> (such as computable general equilibrium modelling)</p> <p>At least <u>one</u> of the five projects must have involved the economic analysis of issues related to border operations.</p> <p>At least <u>one</u> of these projects must involve economic analysis relating to the commercial transport of agricultural goods across the border.</p> <p>*Trade Policy is defined as: governmental policy governing trade with foreign countries. It may involve various policy actions such as tariffs, subsidies, quotas, regulations and other actions that could affect international trade flows.</p>	<p>MEETS <input type="checkbox"/></p>	<p>DOESN'T MEET <input type="checkbox"/></p>
<p>MT5</p>	<p>The bidder must demonstrate that one member of the team of proposed resources has at least five (5) years' experience in the last ten (10) years in the area of <u>statistical analysis relating to the commercial transportation of goods across the border</u></p> <p>At least <u>two</u> of the projects referenced to demonstrate this experience should integrate government statistical sources in the analysis.</p>	<p>MEETS <input type="checkbox"/></p>	<p>DOESN'T MEET <input type="checkbox"/></p>
<p>MT6</p>	<p>The Bidder must demonstrate that the member of the team of proposed resources responsible for reviewing French written information sources, communicating with participants, stakeholders, etc., as well as all other possible interactions and correspondence <u>MUST</u> be fluently bilingual in both English and French (<u>written and spoken</u>)</p> <p>The bidder must provide evidence in the form of a reference letter that can attest to the proposed resource's ability to communicate (defined as the ability to read, write and speak) fluently in both English and French</p>	<p>MEETS <input type="checkbox"/></p>	<p>DOESN'T MEET <input type="checkbox"/></p>



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 48/83 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 (48/83) 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
<p>Note: Supporting data must be provided for all experience and/or projects listed. Experience and/or projects listed without sufficient supporting data will not be considered as demonstrated.</p> <p><u>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.</u></p> <p>The bidder should present the previous projects to demonstrate how they or their proposed resources (as applicable and detailed in each criteria) meet the following criteria in the order set out in the table.</p> <p>When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. Each previous project should be clearly described and should address, but not necessarily be limited to the requested and required experience and/or projects in each criteria. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is recommended that Bidders address these criteria in sufficient depth as the previous projects will be evaluated solely on their content.</p> <p>It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.</p> <p>Bidders are advised that the month(s) of experience listed for a project in which the timeframe <u>overlaps</u> 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.</p>				
R1	<p>The bidder should demonstrate* that at least one (1) of the proposed team members has a Publication Record ** (in peer reviewed publications or industry publications) based on quantitative analysis and/or economic modeling related to trade policy*** issues.</p> <p>*In order to demonstrate this, the bidder MUST provide the following details including but not limited to:</p> <ul style="list-style-type: none"> • name of publication • date of publication • abstract 	<p>1 Point will be awarded per publication up to a maximum of 5 points</p> <p>BONUS:</p> <p>1 bonus point will be awarded if the bidder demonstrates that one of the publications involved analysis relating to at least one of the industrial sectors selected for the study (see SOW)</p>	7 points	



Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
	<p>**An acceptable publication is a report, study, evaluation or article that can be obtained by members of the public for their review, which can include government reports.</p> <p>For the bonus points the publication must have been published in a peer-reviewed academic journal or industry publication that focuses upon trade policy or economic analysis.</p> <p>***Trade Policy is defined as: governmental policy governing trade with foreign countries. It may involve various policy actions such as tariffs, subsidies, quotas, regulations and other actions that could affect international trade flows.</p>	<p>1 bonus point will be awarded if the bidder demonstrates that two of the publications are based on quantitative analysis and/or economic modeling related to Canada-U.S. trade policy issues</p>		
R1	<p>The Bidder should demonstrate that the project leader and/or senior proposed resources have worked with and conducted interviews with industry stakeholders.</p> <p>The Bidder must include the project descriptions and roles and responsibilities of the resources and how industry sector was engaged.</p>	<p>6 points maximum will be awarded for demonstrated experience working with and conducting interviews with the following industry stakeholders:</p> <ul style="list-style-type: none"> • motor vehicle and motor vehicle parts manufacturing (2 points) • plastic product manufacturing (2 points) • vegetable and melon farming industries (2 points) 	6 points	
R2	<p>Work Plan – The bidder should provide a breakdown of the project into a proposed per-phase work plan that:</p> <ul style="list-style-type: none"> • shows a logical organization of tasks to be completed and scheduling for the project including resources to be consulted; • 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>8 points maximum will be awarded for demonstration of the following:</p> <ul style="list-style-type: none"> ▪ All major tasks required to achieve the deliverables are identified; ▪ The list of resources to be consulted is consistent with the objectives of the project and is sufficient to achieve the deliverables; ▪ The research team composition and responsibilities is appropriate to the achievement of the deliverables; ▪ The level of effort proposed for the project as a whole and for the component parts, is sufficient to deliver the proposed deliverables. 	10 points	



Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
		<p>PLUS, an additional 2 points will be awarded for demonstration of all of the following:</p> <ul style="list-style-type: none"> ▪ The organization of tasks is logical for this type of research; • The majority of key responsibilities rest with the team members with the most experience; and, • At least one contingency plan is outlined for meeting the objectives and deliverable target dates. 		
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. This should include but is not limited to:</p> <ul style="list-style-type: none"> • Description of the proposed approach’s methodology (including but not limited to the economic methodology) and its advantages and disadvantages. 	<p>49-60 points- Methodology and approach are excellent* 37-48 points- Methodology and approach are very good** 25-36 points-Methodology and approach are good*** 13-24 points-Methodology and approach are weak**** 0-12 points Methodology and approach are poor*****</p> <p><u>0-5 points available per bullet point up to a maximum of 60 points</u></p> <ul style="list-style-type: none"> • economic modeling methodology and its suitability • identification of data sets • identification of challenges in obtaining required data and mitigation strategies • contingency plan for dealing with additional fees and unexpected data • consideration of the administration and application of the fees • consideration of supply chains for each of the three sectors • identification of fees that impact the three sectors • ethical and confidentiality considerations • data retention and destruction • analysis of data • structure and conduct of interviews • private sector engagement 	60 points	
Total maximum technical points			83 points	
Total minimum points required			48 points	
<p>NOTE: If the bidder’s technical proposal does not score more than the total minimum required (48 points out of 83 points) of the rated technical criteria, the bidder’s proposal will be deemed non-compliant.</p>				

***R4-Continued**

Each bullet point will be evaluated individually against the following rating table:

Excellent	Information is presented in a clear, complete with convincing details
Very Good	Information is presented in a mostly clear, mostly complete and mostly convincing details
Good	Information is presented in a somewhat clear, somewhat complete, with somewhat convincing
Weak	Information is incomplete, lacks clarity with insufficient details
Poor	Information inadequate, unclear with inadequate details

The points available for each bullet point is 1-5 points up to a maximum of 60 points for R4

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 **48 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

3.1 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. NOTE: All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.	\$ _____
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 (evaluated) cost. All travel must be pre-approved by the Project Authority-see 3.2 for additional information	\$ _____
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.

*** If more than one resource is proposed for a labour category, it is the vendor's responsibility to breakdown the level of effort per resource in each category

Please note the following:

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

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



3.2 **Travel and Living expenses**

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

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

All payments are subject to government audit.

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 201404326** 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.

Assessment of the Economic Impact of Border Fees on Three Economic Sectors in Canada and the United States of America



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 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 (2013-06-27), 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 "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, 2015**; however, if the work in its entirety is completed and accepted at any time before March 31st, 2015, the contract shall terminate.

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: contracting@ps.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Assessment of the Economic Impact of Border Fees on Three Economic Sectors in Canada and the United States of America



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.

6.0 Basis of Payment

6.1 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 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. 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 (2013-06-27), 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;
- (f) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable) in response to RFP 201404326

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;

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- 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