





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

**Vendor Name and Address**

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**Legal Status (incorporated, registered, etc)**

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

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**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.**



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## PART 1 – GENERAL INFORMATION

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This cancels and supersedes previous solicitation number 201404437 dated December 17, 2013, which was due at 2:00 p.m. on January 8, 2014.

### 1. Requirement Summary

See Part 4, Statement of Work.

### 2. Terms and Conditions of the resulting Contract

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

### 3. Period of Work

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

### 4. Contracting Authority

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

Tel: 613-949-1048  
Fax: 613-954-1871  
Email: [contracting@ps.gc.ca](mailto:contracting@ps.gc.ca)

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

### 5. Inspection/Acceptance

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

### 6. Improvement of Requirement During Solicitation Period

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



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## PART 1 – GENERAL INFORMATION

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### **7.     Debriefings**

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

### **8.     Security**

There is no security requirement identified.



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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### 1. Enquiries – solicitation stage

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

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

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

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

### 2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

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

### 3. Proposal Validity Period

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

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

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



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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### 4.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website:

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

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

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

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

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

### 5. Status and Availability of Resources

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

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

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



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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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### 1. Proposal Preparation Instructions:

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

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

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

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

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

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

#### 1.1 Section 1: Preparation of Technical Proposal:

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

Four (4) printed copies and One (1) soft copy of the Technical Proposal are required.

The technical proposal must exclude any reference to financial information relative to the costing of the proposal.

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

#### 1.2 Section 2: Preparation of Financial Proposal:

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

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

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

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

#### 1.3 Section 3: Certifications one (1) copy

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

### 2. Submission of Proposals

Your proposal is to be addressed as follows and must be received on or before 2:00 p.m. EST, 2014-02-14. Please ensure that all envelopes/boxes, etc are marked URGENT.



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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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

Tel: 613-949-1048  
Fax: 613-954-1871  
Email: [contracting@ps.gc.ca](mailto:contracting@ps.gc.ca)

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

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

### **3. Evaluation Procedures:**

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

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

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

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

**Contractor Selection Method is outlined in Part 5 Section 2.**



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## PART 4 – STATEMENT OF WORK

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### 1. BACKGROUND AND OBJECTIVE

#### Background

Internal auditors and evaluators need to have strong analytical skills to conduct their work. The value and integrity of internal audit and evaluation results is predicated on the ability for employees to critically think and analyze.

To this end, Public Safety Canada requires in-house training for up to 20 of its audit and evaluation staff in the area of critical thinking. The training must align with the Institute of Internal Auditors (IIA) International Professional Practices Framework (IPPF) and the International Standards.

#### Objective of the training

The training must provide auditors and evaluators with the opportunity to learn and apply critical thinking concepts to the planning and executing of audit projects. The training should be up to five days in length and must provide between 25-30 Continuing Professional Education (CPE) hours per participant towards maintaining professional auditor certifications and designations.

### 2. SCOPE OF WORK

The scope of the training must define and help participants understand concepts of critical thinking, professional skepticism, and professional judgement; and how to apply these concepts to various stages of an audit, from preparation and planning, to assessing and testing, to communicating and reporting.

The training must also teach participants to be alert to negative indicators during an audit, and to help them judge the significance of issues and how they should be reported.

Finally, the course must teach participants how to effectively use critical thinking in terms of audit evidence and professional judgement. The course must provide the participants with skills and techniques necessary to identify the appropriate evidence to support the audit conclusion. The tools and techniques shared must help with approaches to guide in the use of critical thinking skills.

### 3. APPROACH

The training must be as interactive as possible and must include real life examples customized to support the Internal Audit and Evaluation Directorate processes and methodologies. The training workshop must also incorporate hands on learning exercises and learning activities.

The training must be integrated / aligned with the Institute of Internal Auditors (IIA) International Professional Practices Framework (IPPF) and the International Standards.

### 4. TASKS

- 4.1 Attend a kick-off meeting with the Project Authority within five (5) days of contract award to review the mandate and discuss the work plan.
- 4.2 Update the work plan based on the kick-off meeting.
- 4.3 Review all documentation available that will be provided by the Project Authority including Public Safety's Internal Audit Methodology; a sample audit; related working papers, etc.



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## PART 4 – STATEMENT OF WORK

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- 4.4     Develop a training outline that describes the approach to the training, the segments, timing, associated tools and techniques and any course materials required to support the training and associated tools and techniques. .
- 4.5     Prepare a training guide/binder for the participants. All materials to be printed will be the responsibility of Public Safety.
- 4.6     Prepare and submit a copy of the PowerPoint training presentation to the PA for review and comments. Incorporate into the presentation any changes request by the PA.
- 4.7     Provide the training session in English for up to 20 participants.
- 4.8     Provide ongoing weekly status reports that include work completed during the reporting period; level of effort consumed under the contract including total remaining level of effort; planned activity for the next period, and; identify any areas of concern pertinent to the contract.

### 5.     **DELIVERABLES**

- 5.1     An updated work plan.
- 5.2     A training outline.
- 5.3     A training guide/binder for course participants.
- 5.4     A draft and final version of the PowerPoint presentation.

### 6.     **SCHEDULE**

The training must be conducted over a one week period (Monday through Friday between 8:00 a.m. EST and 5:00 p.m. EST), before March 31, 2014.

### 7.     **WORK LOCATION.**

The contractor may perform the work at its own facility. However, the training session must take place at one of Public Safety Canada's facilities in Ottawa, Ontario, Canada.

### 8.     **LANGUAGE**

Public Safety is requesting all deliverables be submitted in English. Translation to French will be necessary however Public Safety Canada will be responsible for having the documentation translated.



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## PART 5 – EVALUATION CRITERIA

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### 1. Evaluation Procedures

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

### 2 Experience:

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

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

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

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

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

### 3 MANDATORY REQUIREMENTS

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

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

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



## PART 5 – EVALUATION CRITERIA

<b>Mandatory Technical Criteria</b>		
<b>Number</b>	<b>Mandatory Technical Criterion</b>	<b>Demonstrated Compliance</b>
<b>MT1</b>	The Bidder must submit a signed proposal indicating their acceptance of all the terms and conditions, as per clause “Acceptance of Terms and Conditions”, Part 2 Article 4 of the Request for Proposal.	
<b>MT4</b>	The Bidder must provide a list of the proposed INSTRUCTOR(S) by name.	
<b>MT2</b>	The Bidder must confirm that at least one of the proposed instructor(s) holds a Certified Internal Auditor (CIA) designation.	
<b>MT3</b>	The Bidder must demonstrate that each of its proposed INSTRUCTOR(S) who will be responsible for delivering the training has previous experience in providing training in the area of internal audit.	
<b>MT5</b>	The Bidder must confirm that course participants will receive between 25-30 Continuing Professional Education (CPE) hours for attending the training.	
<b>MT6</b>	The Bidder must provide an outline for the course that : <ul style="list-style-type: none"><li>• Indicates that the training encompasses the Institute of Internal Auditors (IIA) standards;</li><li>• Identifies the experience level required of participants;</li><li>• Indicates the prerequisites for participants of the training, if any</li></ul>	



**PART 5 – EVALUATION CRITERIA**

**4. Basis of Selection – Lowest Evaluated Price**

4.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory evaluation criteria.

4.2 Bids not meeting (a) and (b) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**5. FINANCIAL PROPOSAL**

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

**Please note the following:**

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

$$Days\_worked = \frac{Hours\_Worked}{7.5\_hours\_per\_day}$$

**TABLE 1**

**From Contract award date to March 3<sup>rd</sup>, 2014**

Resource Name	Level of Effort	Firm per diem rate*	Total
<b>Ceiling Price:</b>			

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

**TABLE 2**

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



**PART 5 – EVALUATION CRITERIA**

**TABLE 3**

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

**TABLE 4**

Other expenses	Amount	TOTAL
<b>Travel and Living expenses: at actual cost without mark-up</b>		

<b>Total (SUM OF ALL TABLES )</b>	<b>\$</b>
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**5.1 Travel and Living expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B,C and D of the Treasury Board Travel Directive ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](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.

**5.2 Other Expenses**

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

**5.3 Good and Services Tax (GST) / Harmonized Sales Tax (HST)**

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

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

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



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## PART 6 – CERTIFICATIONS

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

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

### 1. Certifications Required with Bid

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

#### 1.1. CERTIFICATION 1 – ACCEPTANCES OF TERMS AND CONDITIONS

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 201404437-1** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract

Name (block letters): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone number: (    ) \_\_\_\_\_

Fax number: (    ) \_\_\_\_\_

Date: \_\_\_\_\_



PART 6 – CERTIFICATIONS

2. Certifications Precedent to Contract Award

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

2.1 CERTIFICATION 1

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 2 – Certification of Availability and Status of Personnel

2.2.1 Availability of Personnel:

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

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)



PART 6 – CERTIFICATIONS

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

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

AVAILABILITY AND STATUS OF PERSONNEL

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

Signature of Proposed Personnel

Date

2.3 CERTIFICATION 3 – Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Signature

Date

2.4 CERTIFICATION 4– 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



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## PART 6 – CERTIFICATIONS

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### 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.



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## PART 6 – CERTIFICATIONS

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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



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## PART 7 – RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the bidder's technical proposal in response to RFP 201404437-1

### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

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

#### 2.1 General Conditions

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

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

### 3. Security Requirement

This document is UNCLASSIFIED, however;

- 3.1 The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy; and
- 3.2 Contract personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

### 4. Term of Contract

#### 4.1 Period of Contract

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

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Rachel Hull  
Contracting and Procurement Officer  
Public Safety Canada



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## PART 7 – RESULTING CONTRACT CLAUSES

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340 Laurier, Ave. West  
Ottawa, Ontario, K1A 0P8

Tel: 613-949-1821  
Fax: 613-954-1871  
Email: [contracting@ps.gc.ca](mailto:contracting@ps.gc.ca)

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

### 5.2 Project Authority

The Project Authority for the Contract is:

*To be identified at Contract award.*

Name of Project Authority  
Title  
Department  
Branch / Directorate  
Address

Telephone:  
Facsimile:  
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

*To be determined.*

Name of Contractor's Representative  
Title  
Telephone:  
Facsimile:  
E-mail address:

## 6. Payment

### 6.1 Ceiling Price

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



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## PART 7 – RESULTING CONTRACT CLAUSES

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

### 7. Payment Period

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

### 8. Method of Payment

Canada will pay the Contractor at 100% of the costs incurred and calculated for work performed covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

### 9. SACC Manual Clauses

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

### 10. Invoicing Instructions

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



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## PART 7 – RESULTING CONTRACT CLAUSES

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invoices electronically and do not send their invoices in paper format through regular postal mail services.

Email address: [Invoice\\_processing@ps-sp.gc.ca](mailto:Invoice_processing@ps-sp.gc.ca)

### 11. Certifications

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

### 12. Applicable Laws

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

### 13. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the General Conditions 2035 – (2013-06-27), General Conditions - Higher Complexity – Services
- (c) the Supplemental General Conditions 4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information)
- (d) Annex “A”, Statement of Work;
- (e) Annex “B”, Basis of Payment
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) in response to **RFP 201404437-1**

### 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.



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## PART 7 – RESULTING CONTRACT CLAUSES

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### 16. Conflict of Interest – Other Work

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

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

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

### 17. Non-Permanent Resident

#### Non-Permanent Resident

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

#### 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.



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## PART 7 – RESULTING CONTRACT CLAUSES

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### 18. International Sanctions

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

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

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

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

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

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

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

### 20. Insurance

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



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**ANNEX A – STATEMENT OF WORK**

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TO BE INSERTED UPON CONTRACT AWARD



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## ANNEX B – BASIS OF PAYMENT

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

*(To be inserted at contract award.)*

Canadian Customs Duty and GST/HST extra.

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

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

$$Days\_worked = \frac{Hours\_Worked}{7.5\_hours\_per\_day}$$

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

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

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