

**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 (Canada Revenue Agency)

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

Departmental Awards and Recognition Recipients Art Gift.

2. Terms and Conditions of the resulting Contract

The general terms and conditions and clauses contained in Part 8, form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.

3. Period of Work

3.1 The period of the Contract is from date of contract award to **approximately June 18, 2014**

4. Contracting Authority

Nancy Savaria
Contracting and Procurement Section
Public Safety Canada
269 Laurier Avenue West, 13th Floor
Ottawa, Ontario K1A 0P9
Tel: 613-990-2614
Fax: 613-954-1871
Email: contracting@ps.gc.ca

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

5. Inspection/Acceptance

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

6. Intellectual Property

The intellectual property shall vest with the Crown as part of this RFP of the following SACC clause:

4006 Contractor to Own Intellectual Property Rights in Foreground Information (2010-08-16)

7. Security Requirement

There are no security requirement associated with this requirement.



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 4 as early as possible within the bidding period.

Enquiries and issues must be received by the Contracting Authority no later than **three (3) business** days prior to the bid closing date specified on the cover page or this RFP document to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the bid closing date. To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

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

A **request for a time extension** to the bid closing date will be considered provided it is received in writing by the PS Contracting Authority at **least three (3) working** days before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated on www.Buyandsell.gc.ca at least **two (2) working** day 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
- (g) Solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (h) 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



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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.

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/1/2003/16>

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

5. Status and Availability of Resources

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

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

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



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Proposal Preparation Instructions:

Canada requests that bidders provide their bid in separately bound sections as follows:

- 1.1 Technical Bid (4 hard copies and 1 soft copy on CD-ROM or USB);
- 1.2 Financial Bid 1 hard copies
- 1.3 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.

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

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

1.1 Section 1: Preparation of Technical Proposal:

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

Four (4) printed 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.

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.



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

2. Submission of Proposals

Your proposal is to be addressed as follows and **must be received on or before 14:00 hours EST, March 10, 2014.** Please ensure that all envelopes/boxes, etc are marked **URGENT**.

Nancy Savaria
Contracting and Procurement Section
Public Safety Canada
340 Laurier Avenue West, 1st Floor Mailroom
Ottawa, Ontario, K1A 0P9
Tel: 613-990-2614
Fax: 613-954-1871
Email: contracting@ps.gc.ca

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

3. Evaluation Procedures:

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

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

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

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

4. 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 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

Contractor Selection Method is outlined in Part 5 Section 2.



PART 4 – STATEMENT OF WORK

1 Title

Departmental Awards and Recognition Recipients Art Gift

2 Requirement

There is a requirement to obtain the services of an art broker to provide Canadian made art gifts for the Departmental Awards and Recognition Ceremony during the National Public Service Week to take place on June 18th, 2014.

3 Background

The Departmental Award Ceremony is held once a year, during National Public Service Week (NPSW). NPSW provides employees with the opportunity to celebrate their work, where all employees located in the National Capital Region are invited to the award ceremony. This award ceremony is Public Safety Canada's main event during NPSW. The Award Ceremony is to recognize dedicated, professional, resourceful and hard-working Public Safety Canada employees recognizing the contributions they make to the quality of life of Canadians and helps the department instill pride in its employees. Awards recipients are invited to go on stage to receive the art gift and a short rendition describing their exploit is read to inform all employees in attendance. A photo is then taken with the Deputy Minister, Associate Deputy Minister and the recipients holding their prestigious art gift.

Public Safety Canada's mandate is to keep Canadians safe from a range of risks such as natural disasters, crime and terrorism. To do this, Public Safety Canada coordinates and supports the efforts of federal organizations ensuring national security and the safety of Canadians. We also work with other levels of government, first responders, community groups, the private sector and other nations. "There is no more fundamental role for government than the protection of its citizens."

4 Scope

The scope of this project is to provide custom design artwork to be presented to approximately up to 85 recipients of the Departmental Awards and Recognition Program. Public Safety Canada is seeking an art symbol that represents the strengths and accomplishments of the department. The work of the department is to keep Canada strong and safe.

The artist is to create the art piece that will be mounted on material proposed/suggested by the contractor for approval by Public Safety Canada's representative and specifications. Due to the personalized mounting as per Public Safety Canada's requirements, the completed art piece will be unique to Public Safety Canada.



PART 4 – STATEMENT OF WORK

5 Specifications

The contractor must respect the following specifications when completing the tasks and deliverables.

- 5.1 Produce a Canadian made art piece;
- 5.2 The art piece must be free standing and must be mounted on a base;
- 5.3 The art must relate to the work of Public Safety Canada which is to keep Canada strong and safe; <http://www.publicsafety.gc.ca/cnt/bt/index-eng.aspx>
- 5.4 Must not bear the colours of any of Canada's political party's (i.e. blue and orange or red and orange; or blue and red; or blue, orange or red only);
- 5.5 Approximate height of art piece: 7.5”;
- 5.6 Approximate width of art piece: 8” including mounted base ;
- 5.7 Space is required on either the base or the art piece for engraving the recipient's name, project title (bilingual) and award name (bilingual) and Department's name bilingual – the engraving colour will be identified by Public Safety Canada;
- 5.8 Quantity: 60 to 85 awards

6. Workmanship

- 6.1 All products must be 100% fully guaranteed against any defect. The finished art piece is to be free of all marks and blemishes so as to affect appearance. If the art piece is received in an unacceptable condition, it will be returned at the Contractor's expense. The contractor must complete required corrective action within the number of days stated in the contract.
- 6.2 Any damaged and/or incorrect (wrong text) the art piece must be replaced within a **24-hour turnaround time** at the company's expense. All deadlines must be met as scheduled.



PART 4 – STATEMENT OF WORK

7. **Tasks and Deliverables**

The Contractor will:

- 7.1 Take part in a “kick-off” meeting via telephone conference or in person with the Project Authority within one (1) week of contact award to review the Contractor’s proposed sample design in accordance to Section 5 of the Statement of Work;
- 7.2 Provide draft sample designed based on comments and feedback from the PS Awards Recognition Team;
- 7.3 Develop final sample design. The contractor must not produce any art piece until approved by the Project Authority;
- 7.4 Produce the 60-85 art pieces; exact number of art piece will be provided by the Project Authority;
- 7.5 Engrave wording for bilingual (English and French) inscriptions of recipients name, award categories, project title, department name and year onto the award provided by PS;
- 7.6 Deliver the 60-85 art pieces to Public Safety Canada with engraving no later than May 28, 2014;

8. **Client Support**

The Department will provide the following to the Contractor:

- 8.1 Public Safety will provide the names of the recipients, awards categories, year and project name to be engraved as well as the name of Public Safety Canada on the base or directly onto the art piece on May 9, 2014.
- 8.2 The font, size and colour of the engravings must conform to the Federal Identity Program. The Department will provide the format of the engravings.
- 8.3 The engraving must be exactly as what will be submitted by Public Safety Canada.

9. **Work Location**

All work shall be conducted at the proposed resource facility.

10. **Travel**

No travel is anticipated



PART 4 – STATEMENT OF WORK

11. Packaging and Labelling Instructions

- 11.1 All art pieces must be bubble wrapped and packaged by category. The boxes must be identified with a label indicating the following information:

Department: Public Safety Canada
Product: 2013-14 Awards and Recognition Art Gift
Category name: [Insert category name here]

- 11.2 Packaging of art pieces must be contained in sturdy cartons able to sustain considerable handling, to a maximum weight of 22kg per carton;

- 11.3 All cartons must be clearly labeled with the following information:

Department: Public Safety Canada
Product: 2013-14 Awards and Recognition Art Gift
Quantity: [Indicate Quantity of art piece inside carton]
Category name: [Insert category name here]

12. Shipping Instructions - Delivery and Destination

- 12.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (Public Safety Canada Headquarters – 340 Laurier Avenue West, Ottawa, Ontario K1A 0P8). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
- 12.2 The Contractor must deliver the goods by May 28, 2014 to Public Safety Canada PS will confirm the final quantity to contractor. The Contractor or its carrier must arrange delivery appointments by contacting the contact person at destination at the appropriate location shown below.

Public Safety Canada
Louise Belleau
Awards and Recognition
340 Laurier Avenue West – Room 11B-046
Ottawa, Ontario K1A 0P8



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.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

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

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Mandatory Technical Criteria			
Number	Mandatory Technical Criterion	Cross Reference to Proposal	
MT1	The Bidder must submit a signed proposal as per the “Acceptance of Terms and Conditions” clause, Part 2, Article 4 of the Request for Proposal.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
MT2	The Bidder must confirm that it will meet the May 28, 2014 final deliverable deadline	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
MT3	<p>The Bidder must not submit more than one design sample of the proposed art piece.</p> <p>The design must not bare the bidder’s name and must be anonymized for the purpose of evaluation.</p> <p>The sample design, including all transportation and packaging costs, must be provided to Canada without charge.</p> <p>The sample designs submitted by the Bidders will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract.</p>	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>



PART 5 – EVALUATION CRITERIA

1.2.2 Mandatory Financial Criteria

Bids which meet all the mandatory technical criteria and the point rated criteria listed above will be evaluated and scored as specified in the table below. Bids, which fail to meet the mandatory financial criteria will be declared non-responsive. Each criterion will be addressed separately.

Mandatory Financial Criteria		
Number	Mandatory Financial Criterion	Cross Reference to Proposal
MF1	The Bidders' financial proposal must not exceed \$125.00 per art piece , exclusive of Goods and Services Tax or Harmonized Sales Tax and transportation cost.	



PART 5 – EVALUATION CRITERIA

1.2.3 Point Rated Technical Criteria

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

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

Item	Requirement	Points	Points Awarded
R1	<p>The Bidder's should provide a proposed design that demonstrates the art piece representing Public Safety Canada Awards and Recognition</p> <p>For each sample design the Bidder must provide a short summary of the art piece (for example approximately 75 words or less) explaining how the criteria is met.</p>	<p>The design sample will be assess against the following rating scale:</p> <p><u>Excellent</u> = 20 points The proposed design is superior and is well represented <u>on all the points below</u>:</p> <p><i>*The design must be in accordance with the specifications section 5 of Annex A Statement of Work;</i></p> <p><i>*The design must be reflective of Public Safety Canada mandate:</i></p> <p><i>*The art piece must be mounted on a base;</i></p> <p><i>*The art piece must not be abstract art;</i></p> <p><u>Very Good</u> = 15 points The proposed design is adequate and well represented on <u>3 out of the 4 points</u> listed below:</p> <p><i>*The design must be in accordance with the specifications section 5 of Annex A Statement of Work;</i></p> <p><i>*The design must be reflective of Public Safety Canada mandate:</i></p> <p><i>*The art piece must be mounted on a base;</i></p> <p><i>*The art piece must not be abstract art;</i></p>	



PART 5 – EVALUATION CRITERIA

		<p>Good = 10 points <i>The proposed design is acceptable and somewhat adequately represented on 2 out of the 4 points listed below:</i></p> <p><i>*The design must be in accordance with the specifications section 5 of Annex A Statement of Work;</i></p> <p><i>*The design must be reflective of Public Safety Canada mandate:</i></p> <p><i>*The art piece must be mounted on a base;</i></p> <p><i>*The art piece must not be abstract art;</i></p> <p>Weak = 0 points The proposed designed not well represented on 1 or less of the 4 points listed below:</p> <p><i>*The design must be in accordance with the specifications section 5 of Annex A Statement of Work;</i></p> <p><i>*The design must be reflective of Public Safety Canada mandate:</i></p> <p><i>*The art piece must be mounted on a base;</i></p> <p><i>*The art piece must not be abstract art;</i></p> <p>Pass mark</p> <p>In order to pass this section, the Bidder must score at least 10 points in this category.</p>	
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PART 5 – EVALUATION CRITERIA

R2	<p>The Bidder's proposed design sample will be evaluated based upon a voting scoring method*.</p> <p>* See example below in 1.2.4</p> <p>Each design sample will be voted individually by range of voting on a scale of 1-5 points:</p> <p>1 = Unfavorable 2= Least favorable 3 = Somewhat favorable 4 = Favorable 5 = Best</p> <p>The total number of points a Bidder can achieve will be based upon the total number of evaluators.</p> <p>For example, if 5 evaluators are evaluating at the voting session, then the total number of points available is 25 points.</p>	<p>Points will be awarded as follows:</p> <p>90%-100% of the votes= 10 points</p> <p>80%-89% of the votes= 8 points</p> <p>70%-79% of the votes = 6 points</p> <p>60% -69% of the votes = 4 points</p> <p>50% - 59% of the votes = 2 points</p> <p>Below 49% of the votes = 0 points</p> <p>In order to pass this section, the Bidder must score at least 70% in this category.</p>
Maximum Points Available:		30
Minimum Points Required		26
Overall Score		

1.2.4 Example of Voting Scoring Method

Total points a bidder may achieve in this example is 25 points

Voting Scoring Method				
Scale of 1 (Unfavorable) to 5 (Best)				
	Bidder A	Bidder B	Bidder C	Bidder D
Evaluator 1	3	5	1	4
Evaluator 2	4	5	2	3
Evaluator 3	5	4	2	3
Evaluator 4	3	5	3	4
Evaluator 5	4	4	2	4
Total points:	19/25	23/25	10/25	18/25
Percentage Score:	76%	92%	40%	72%
Bidders A, B and D achieved the minimum points of 70% and are being considered to the financial evaluation.				

PART 5 – EVALUATION CRITERIA

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

- 2.1 The price to be used for evaluation with the total proposed cost of the bidder’s financial proposal as per Article 3 (price calculated will be based on Canadian Funds excluding HST/GST)
- 2.2 To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum points required of 26 for the rated criterion
- 2.3 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.
- 2.4 The financial evaluation will be completed using each responsive Bidder’s total overall cost
- 2.5 The proposal with the highest combined rating of technical merit (70%) and lowest overall cost (30%) will be recommended for award of a contract. In the event two or more responsive bids achieve the same score, the bid with the lowest overall cost will be recommended for contract award. In the event that two or more bids achieve the same overall score and also propose the same overall cost, the company with the lowest per unit cost for each art piece will be recommended for contract award.
- 2.6 The tables below illustrate an example where the selection of the contractor is determined by a 70/30 ratio of technical and financial merit:

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Maximum rated technical score is 30 for this example.			
Bidder	Bidder A	Bidder B	Bidder D
Overall Technical Score	16	23	25
Bid Evaluated Price	C\$10,000	C\$11,000	C\$12,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder A	$16/30 \times 70 = 37.33$	$\$10^* / 10 \times 30 = 30.00$	67.33
Bidder B	$23/30 \times 70 = 53.66$	$\$10^* / 11 \times 30 = 27.27$	80.93
Bidder D	$25/30 \times 70 = 58.33$	$\$10^* / 13 \times 30 = 23.07$	81.40

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



PART 5 – EVALUATION CRITERIA

3. FINANCIAL PROPOSAL

Bidders must complete the following table, the name of the resource that is being proposed.

The Bidder must provide firm unit prices for the artwork for the Public Safety Departmental Awards and Recognition Ceremony, in accordance with Annex A - Statement of Work in Canadian dollars, Delivered Duty Paid at destination, including Canadian customs duties and excise taxes, where applicable, Goods and Services Tax or Harmonized Sales Tax extra.

a)

Contract award to June 18, 2014		
Quantity	Firm Price per art piece*	Total
85 awards	\$ /Art piece	\$ _____

***NOTE: For evaluation purposes the exact number of art piece required is not known at the time of bid solicitation; however, it is estimated to be 85.**

b)

Description	Total
Transportation cost/or other costs	\$ _____

Total Estimated Cost (a+b): \$.....

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

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

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

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

4. 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.



PART 6 - CERTIFICATIONS

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 201404726** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

2. Certifications Precedent to Contract Award

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



PART 6 - CERTIFICATIONS

2.1 CERTIFICATION 2

CERTIFICATION OF EDUCATION / EXPERIENCE:

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

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

2.2 CERTIFICATION 3- Certification of Availability and Status of Personnel

2.2.1 Availability of Personnel:

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

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

(signature)

(Name and Title)

(Date)

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

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

AVAILABILITY AND STATUS OF PERSONNEL

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

Signature of Proposed Personnel

Date



PART 6 - CERTIFICATIONS

2.3 CERTIFICATION 4- EMPLOYMENT EQUITY, FEDERAL CONTRACTORS' PROGRAM

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

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

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

2.4 CERTIFICATION 5– CONFLICT OF INTEREST

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

Signature

Date

2.5 CERTIFICATION 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.



PART 6 - CERTIFICATIONS

"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: _____

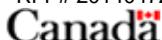
Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

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





PART 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

2010A (2013-04-25) General Conditions – Goods (Medium Complexity)

Supplementary Clause:

SACC CLAUSE NUMBER	DATE	CLAUSE TITLE
4006	2010-08-16	Contractor to Own Intellectual Property Rights in Foreground Information

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

4. Term of Contract

4.1 Period of Contract

The Work is to be performed from date of contract award **to June 18, 2014**.

4.2 Termination on Thirty Days Notice

4.2.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

4.2.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.



PART 8 – RESULTING CONTRACT CLAUSES

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nancy Savaria
Contracting and Procurement Officer
Program Services
Public Safety Canada
269 Laurier, Ave. West
Ottawa, Ontario, K1A 0P8

Tel: 613-990-2614
Fax: 613-954-1871
Email: contracting@ps-sp.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:



PART 8 – RESULTING CONTRACT CLAUSES

6. Payment

6.1 Firm Unit Prices

For the Work described in the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, *as specified* in Annex B for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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.

7. 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.

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
C6000C	(2007-05-25)	Limitation of Price
C2900D	(2000-12-01)	Tax Withholding of 15 percent



PART 8 – RESULTING CONTRACT CLAUSES

10. Invoicing Instructions

10.1 The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 (2013-06-27), 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 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: Project Authority (to be identified at contract award)
Public Safety Canada
340 Laurier, Ave. West
Ottawa, Ontario
K1A 0P8
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 2010A – (2013-04-25), General Conditions – Goods (Medium Complexity)
- (c) Contractor to Own Intellectual Property Rights in Foreground Information – 4006 - 2010-08-16
- (d) Annex “A”, Statement of Work;
- (e) Annex “B”, Basis of Payment



PART 8 – RESULTING CONTRACT CLAUSES

- (f) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*) in response to RFP 201404726



PART 8 – RESULTING CONTRACT CLAUSES

14. **Work Permit and Licenses**

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

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

15. **Conflict of Interest**

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

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

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

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

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

17. **Non-Permanent Resident**

Non-Permanent Resident

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



PART 8 – RESULTING CONTRACT CLAUSES

Non-Permanent Resident (Foreign Contractor)

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

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

18. International Sanctions

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

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

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

19. Canada Facilities, Equipment, Documentation & Personnel

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

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

3. 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



PART 8 – RESULTING CONTRACT CLAUSES

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 UPON CONTRACT AWARD

