



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

Public Safety and Emergency Preparedness
Canada
Contracting and Procurement Section
340 Laurier Avenue West,
1st Floor Mailroom – **MARKED URGENT**
Ottawa, Ontario
K1A 0P8
Attention: **Krystal Rockburn**

**Request For Proposal
Demande de proposition**

Offer to: Public Safety and Emergency Preparedness Canada

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

Offre au: Ministère des Sécurité publique et Protection civile Canada

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

Comments – Commentaires:

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

Entrance is on Gloucester at shipping door, behind the building

Instructions: See Herein
Instructions: Voir aux présentes

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

Issuing Office – Bureau de distribution
Public Safety and Emergency Preparedness
Canada
Contracting and Procurement Section
269 Laurier Avenue West
13th Floor, Office 13B-37
Ottawa, Ontario
K1A 0P8

Title – Sujet	
Literature Review - 3D Printing of Firearms, their components and ammunition	
Solicitation No. – N° de l'invitation 201500250	Date 2014-04-25
Solicitation Closes – L'invitation prend fin At – à 02:00 PM On – le 2014-06-05	Time Zone Fuseau horaire EDT
Delivery Required – Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Krystal Rockburn	
Telephone No. – N° de telephone (613) 949-9921	FAX No. – N° de FAX (613) 954-1871
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Public Safety Canada 269 Laurier Avenue West, Ottawa, Ontario K1A 0P8	
Security – Sécurité No security provisions	

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



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

Vendor Name and Address

Four horizontal lines for entering vendor name and address information.

Legal Status (incorporated, registered, etc)

One horizontal line for entering legal status information.

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

One horizontal line for entering GST or HST registration information.

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

This bid solicitation cancels and supersedes previous bid solicitation number 201402871 dated October 18, 2013 with a closing of November 27, 2013 at 14:00hrs (EST). A debriefing or feedback session was provided upon request to bidders who bid on the previous solicitation.

1. Requirement Summary

The objective of the research project is to examine 3D printing technology and its potential implications for the manufacture of firearms, their components and ammunition and for current firearms legislation and policy.

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 **approximately March 31, 2015**

4. Contracting Authority

Krystal Rockburn
Contracting and Procurement Officer
Public Safety Canada
269 Laurier Avenue West, 13th Floor
Ottawa, Ontario K1A 0P9
Tel: 613-949-9921
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

N/A – Contractor owned.

a) 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.

b) Debriefings

Literature Review - 3D Printing of Firearms, their components and ammunition



PART 1 – GENERAL INFORMATION

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.

c) Security

There is no security requirement identified.



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

1. Enquiries - solicitation stage

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

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

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

A **request for a time extension** to the bid closing date will be considered provided it is received in writing by the PS Contracting Authority at least five (5) working days before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated by Buy and Sell at least three (3) working days before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the PS Contracting Authority.

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

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

3. Proposal Validity Period

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

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

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



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

4.1 Standard Instructions, Clauses and Conditions

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

The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>

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

The standard instructions and conditions 2003(2014/03/01) 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.

6. Internal Approvals

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



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

7. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Proposal Preparation Instructions:

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

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

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

Bids submitted by e-mail or fax will NOT be accepted.

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

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 EDT, 2014-06-05** Please ensure that all envelopes/boxes, etc. are marked **URGENT**.

Krystal Rockburn
Contracting and Procurement Section
Public Safety Canada
340 Laurier Avenue West, 1st Floor Mailroom
Ottawa, Ontario, K1A 0P9
Tel: 613-949-9921
Fax: 613-954-1871
Email: krystal.rockburn@ps-sp.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. The mailroom entrance is on Gloucester Street at the shipping door, behind the building.

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 *maybe* composed of representatives of Canada

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 5.



PART 4 – STATEMENT OF WORK

1. Title

3D Printing of Firearms, their components and ammunition

2. Background and Objective

a. Background

The *Investments to Combat the Criminal Use of Firearms* (ICCUF) Initiative was established in 2004 to improve the national collection, analysis and sharing of firearms-related intelligence and information to enhance the capacity of law enforcement agencies to counter gun crime and the illicit movement of firearms. It operates as a horizontal federal initiative, involving the Department of Public Safety Canada and the portfolio agencies of the Canada Border Services Agency (CBSA), the Criminal Intelligence Service Canada (CISC) and the Royal Canadian Mounted Police (RCMP).

As an ICCUF Initiative partner, part of the role of the Department of Public Safety Canada is to conduct research in support of the development of policy and operational approaches and strategies.

Three-dimensional or 3D printing has recently garnered attention, particularly following reports in May 2013 of the successful test firing of a gun fabricated with a 3D printer by the Texas-based company Defense Distributed. The CAD (Computer Aided Design) files for the “Liberator” handgun were made available on-line and were downloaded over 100,000 times within a day of going on-line. The U.S. federal government quickly ordered the files to be removed from the website and state governments such as New York are examining legislative options for whether to control or prohibit the manufacture and possession of 3D printed firearms.

The emergence of 3D printing could transform manufacturing of firearms such that firearms could be more easily made by individuals and groups. As 3D printing technology becomes more available and refined, there is a need to examine its implications for the manufacture of firearms, their components and ammunition.

The legal possession of a firearm in Canada requires a firearms licence, and in the case of restricted firearms such as handguns, a registration certificate. Some firearms are exempted from licensing and registration requirements if they are a lower velocity, such as pellet guns.

In Canada, a Firearms Business Licence is required in order to manufacture a firearm. The issuance of these licences is regulated by the *Firearms Licences Regulations*. A business licence is only valid for the activities specified on the licence (e.g. manufacturing, sales, and transportation) with respect to non-restricted, restricted or prohibited firearms.

A business is defined in the *Firearms Act* as:

“...a person who carries on a business that includes

(a) the manufacture, assembly, possession, purchase, sale, importation, exportation, display, repair, restoration, maintenance, storage, alteration, pawnbroking, transportation, shipping, distribution or delivery of firearms, prohibited weapons, restricted weapons, prohibited devices or prohibited ammunition,

(b) the possession, purchase or sale of ammunition, or

(c) the purchase of cross-bows

and includes a museum.”



PART 4 – STATEMENT OF WORK

Additionally, under the *Special Authority to Possess Regulations*, “an individual or business may, without a licence, manufacture a replica firearm in performance of a contract to supply the holder of a licence issued for any of the prescribed purposes listed in paragraph 22(f) of the *Firearms Licences Regulations*.” Note that replica firearms are defined under the *Criminal Code* as being prohibited devices.

b. Objective

The objective of the research project is to examine 3D printing technology and its potential implications for the manufacture of firearms, their components and ammunition and for current firearms legislation and policy.

3. Scope

3.1 Desirable areas of examination the Contractor could address and highlight as part of the Research report are the following components:

- i) An overview of 3D Technology, including a description of its historical evolution to recent applications (e.g., process and types of 3D printers, their costs, etc.);
- ii) Feasibility of individuals and businesses producing a firearm, firearms components, and ammunition (e.g., accessibility of software, materials, etc.);
- iii) Country comparisons examining law enforcement, policy, legislative perspectives regarding implications for both the licit and illicit manufacturing of firearms by individuals and businesses (Countries to be examined include but are not limited to the Five Eyes and the G8);
- iv) Future trends, with a focus on the licit and illicit production of firearms;
- v) Technological or software controls that could be put on 3D printers to prevent the production of 3D printed guns;
- vi) Prevalence of the Internet for accessing this technology (e.g., the sharing of blueprints, etc.); and,
- vii) Development of emerging questions that could be examined in future research relating to the ramifications in such domains as legal, political, national security and economics on the production of firearms by individuals and businesses.

3.2 The Final Research report must take the following format at minimum:

- i) Title
- ii) Thesis
- iii) Executive Summary
- iv) Main content of the report:
 - A systematic literature review must be undertaken to obtain information on the emergence of 3D printing, specifically with a focus on firearms, their components and ammunition. Bodies of literature to be examined include, but are not restricted to academic, government, private sector, non-governmental organizations and the news media. The systematic literature review should conform to the standards of the Campbell Systematic Review.
 - The research paper must consist of a qualitative analysis of the literature review findings.
 - Data collected and analysis should address as many of the points of interests as identified under Article 3.1. Scope.
 - Presentation of research results must be in a discussion format using plain or non-technical language and meet professional standards in the social sciences.
- v) Conclusion
- vi) Appendixes – All technical aspects of the study should be placed in an appendix.
- vii) Bibliography.



PART 4 – STATEMENT OF WORK

4. Approach and Methodology

The approach and methodology must adhere to ethical standards in conducting research in the social sciences while conforming to the Campbell Systematic Review.

5. Tasks and Requirements

The Contractor and the Contractor's proposed resources must conduct the Work as follows:

- 5.1 Participate in a launch meeting with the Project Technical Authority, Project Authority and other stakeholders as required. This meeting shall be held in order to discuss: the requirement, proposed approach and methodology; and proposed timelines, obtain clarifications and other elements as required about the Research Work;
- 5.2 Submit an updated Project Plan Report. The project plan report includes both the work plan and details regarding the approach and methodology. The Project Authority must approve the final Project Plan report prior to the initiation of any Work. This must include any changes discussed at the launch meeting.
 - i) The work plan portion of the Project Plan must include information in detail, describing the:
 - Timelines to conduct the research;
 - Division of Work (including level of effort);
 - Work Schedule
 - ii) The approach and methodology component must detail **how** the contractor will conduct the work, ethical considerations, research methodologies, proposed data sources; how the vendor will achieve the objective and scope of the research report.
- 5.3 Conduct the research requirements as per the approved Project Plan Report.
- 5.4 Submit a progress report two months following contract award. The progress report must identify the status of the Work, consisting of an initial bibliography, an overview of the proposed outline of the research paper and be in adherence to the project plan report. This status report must include any issues that the Contractor has encountered including a mitigation strategy to ensure the Contractor meets the deliverable schedule.
- 5.5 Preliminary report. This report must provide a detailed outline of the research report, consisting of the elements identified in 3.2, while highlighting preliminary findings as identified in 3.1 and include a final bibliography. The first draft report must also account for the Contractor's progress as per the project plan, including any additional issues that the Contractor has encountered and report on the issues identified in the progress report.
- 5.6 Submit a Draft Report that analyzes 3D printing technology, specifically as it is related to the production of firearms, firearm components and ammunition. The Report should incorporate as many of the comprehensive elements as described in Article 3. Scope. This report must be fully complete for review by the Project Authority. The Project Authority will endeavour to provide feedback and comments within ten (10) business days of receipt of the draft report. If required the Contractor must meet with the Project Authority to discuss and/or present the research report. The Contractor may be required to submit several drafts prior to the report being considered Final.
- 5.7 Submit the Final Research Report. Final research report must incorporate as many of the elements as described in Article 3. Scope and incorporate any changes and / or revisions according to the direction of the Project Authority provided on the draft version. Failure to incorporate the requested



PART 4 – STATEMENT OF WORK

changes will be corrected at the Contractor’s expense. The final report must be written in a style that is understandable to this diverse audience while maintaining professional standards in the social sciences.

The final report must be provided to the Project Authority in hard copy and electronically, using MS Word 2010.

6 Deliverables and Schedule

The Contractor must submit the following Deliverables according to the schedule noted below.

Deliverable		Schedule*
6.1	Project start Date	Date of contract award
6.2	Detailed Project Plan outlining the work plan and the proposed approach and methodology for conducting the research to be finalized with the Project Authority.	Within 2 weeks of the contract being awarded
6.3	Progress Report consisting of an initial bibliography and preliminary outline for the research paper.	Within 2 months of the contract being awarded.
6.4	Preliminary Report consisting of final bibliography and initial findings.	Within 3 months of the contract being awarded.
6.5	Draft Report – containing an Executive Summary and Conclusions.	Within 4.5 months of contract being awarded.
6.6	Final Research Report	Within 6 months of contract being awarded.

***N.B. changes to the Schedule may be made only in writing based on agreement between the Contractor and the Project Authority with a copy to the Contracting Authority.**

7 Restrictions

The following are key considerations the Contractor must incorporate into the Work:

The research must be conducted with the intention to address and inform policy makers, academics and law enforcement officials on the implications of 3D printing on the licit and illicit manufacture of firearms, their components and ammunition.

8 Canada’s responsibilities

Canada shall provide responsible timeframes in which comments shall be provided for inclusion on any drafts (approximately 5 - 10 business days unless otherwise specified).

9 Reporting and Communication

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Authority. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communications may include: phone calls, electronic mail, faxes, mailings, and meetings. In addition, the Contractor is to immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work completed under the contract, as they may arise.



PART 4 – STATEMENT OF WORK

10 Location

The Contractor's facilities will be used for the purpose of completing the Work outlined. The Contractor may be required to attend meetings at Public Safety in the National Capital Region.

11 Language

The Contractor shall provide an active service in both official languages in accordance with Canada's *Official Languages Act*. Communication must be initiated in both official languages until Canada's client indicates his/her language of preference. All communications with members of the public will be in the official language of their choice. As a minimum, one identified resource in the contract must be able to function in both official languages (written and oral) in order to communicate with Departmental employees and representatives from Provincial and Territorial governments. Deliverables shall be completed in one of the official languages and translation, if required, will be completed by Public Safety Canada.



PART 5 – EVALUATION CRITERIA

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.

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

Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;

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 will only be counted once PER RESOURCE. 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.



PART 5 – EVALUATION CRITERIA

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.

Item	Evaluation Criteria	Bidder’s Response (Specify Below- “Meets Requirement” or “Does Not Meet Requirement”)	
		MEETS	DOESN’T MEET
M1	The Bidder must sign the first page of this Request for Proposal and include it in their technical proposal indicating their acceptance of all terms and conditions set out therein.	<input type="checkbox"/>	<input type="checkbox"/>
M2	The Bidder must propose specific resources to perform the tasks and deliverables identified in the SOW.	<input type="checkbox"/>	<input type="checkbox"/>
M3	The Bidder must include within their proposal a detailed and an up-to-date résumé for each proposed resource that describes relevant project descriptions of the resource’s work experience. The Bidder must clearly identify the project lead. The Bidder should provide the following information: <ul style="list-style-type: none"> • Full name of the individual proposed; • Education/Academic qualifications; • Languages profile; • A profile describing the areas of expertise or strength of the individual proposed; • Timeframe of the work experience shown as (Month/year to Month/year). 	<input type="checkbox"/>	<input type="checkbox"/>
M4	The Bidder must demonstrate that one member of the team of the proposed project team has written, to completion, a minimum of five (5) research papers in the last seven (7) years related to law enforcement and/or technology The Bidder must provide, at a minimum, the following information: <ul style="list-style-type: none"> • Title of the research paper. • Name of the client or organization for which the research paper was written. • The date the research paper was published or accepted as final by the client. • A detailed summary of the research paper and how it relates to the field of national law enforcement. 	<input type="checkbox"/>	<input type="checkbox"/>
M5	The Bidder must attest that a minimum of one of the senior proposed resources is able to speak, read and write <u>English and French</u> at the level of proficiency defined below: DEFINITION: <input type="checkbox"/> <i>Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references.</i>	<input type="checkbox"/>	<input type="checkbox"/>



PART 5 – EVALUATION CRITERIA

MT5 Attestation

The Bidder attests that ____ (insert name(s)) _____ is able to speak, read and write English and French at the level of proficiency defined below:

DEFINITION: □ Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references.

Print Name and Signature

Date

PROPOSALS NOT MEETING THE ABOVE MANDATORY REQUIREMENTS WILL BE GIVEN NO FURTHER CONSIDERATION.

Definitions

3.1 A business is defined in the *Firearms Act* as:

“...a person who carries on a business that includes

(a) the manufacture, assembly, possession, purchase, sale, importation, exportation, display, repair, restoration, maintenance, storage, alteration, pawnbroking, transportation, shipping, distribution or delivery of firearms, prohibited weapons, restricted weapons, prohibited devices or prohibited ammunition,

(b) the possession, purchase or sale of ammunition, or

(c) the purchase of cross-bows
and includes a museum.”

3.2 Under the *Special Authority to Possess Regulations*, “an individual or business may, without a licence, manufacture a replica firearm in performance of a contract to supply the holder of a licence issued for any of the prescribed purposes listed in paragraph 22(f) of the *Firearms Licences Regulations*.” Note that replica firearms are defined under the *Criminal Code* as being prohibited devices.



PART 5 – EVALUATION CRITERIA

4 Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section.

The Bidder should provide all relevant details for each point-rated requirement:

- project/ work description overview;
- relevance of the project/work to each point rated requirement;
- your roles and responsibilities, including your tasks;
- duration in time (e.g. months; years) and dates;
- name and description of client organization; and
- name and phone number of client.

The Bidder must *provide sufficient detail to clearly demonstrate* how they meet each point-rated requirement below. 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 purpose of this evaluation.

	Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience / Resume Reference
R1	<p>To Demonstrate R1 – the Bidder MUST complete the template as provided in Appendix 1 to PART 5. This is the ONLY information source the evaluation committee will use to evaluate this criterion. Should the bidder submit more than two reports in the templates provided, only the two reports that have been the most recently completed will be evaluated.</p> <p>The Bidder should demonstrate that the project lead of the project team has a Publication Record* based on qualitative research in the study of law enforcement and/or technology within the past five years.</p> <p>For each publication cited, the Bidder should provide a short summary (for example, approximately 75 words or less) explaining why the publication satisfies the criteria.</p> <p>To demonstrate these criteria no more than two reports will be accepted for the evaluation of this rated criterion.</p> <p>* Publications Records -- are defined as be in independent, peer-reviewed journals, academic publications**, and/or government reports.</p>	25 pts	<p>EACH RESEARCH REPORT will be awarded either 0 points, 7 points, 10 points or 12.5 points.</p> <ul style="list-style-type: none"> • 0 points for the research not meeting the criteria. • 7 points for the research being for qualitative research in the study of law enforcement OR technology completed in the last five years. • 10 points for the research being for qualitative research in the study of BOTH law enforcement AND technology in the last five years. • 12.5 points for the research being for qualitative research in the study of BOTH law enforcement AND technology in the last two (2) years 	



PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience / Resume Reference
	<p>** Academic publications are defined as scientific working papers or technical reports published through a recognized university, governmental, or non-governmental institution.</p>			
R2	<p>To Demonstrate R2 – the Bidder MUST complete the template as provided in Appendix 1 to PART 5. This is the ONLY information source the evaluation committee will use to evaluate this criterion. Should the bidder submit more than four reports in the template provided, only the four reports that have been the most recently completed will be evaluated.</p> <p>The Bidder should demonstrate that the project lead OR a senior researcher of the project team has a Publication Record* based on qualitative research in the study of:</p> <ul style="list-style-type: none"> o the trafficking or smuggling of firearms, or o reducing the illegal movement of firearms, or o the criminal use of firearms, or o any analysis of approaches by law enforcement to counter gun crime. <p>For each publication cited, the Bidder should provide a short summary (for example, approximately 75 words or less) explaining why the publication satisfies the criteria.</p> <p>A maximum of 4 reports will be evaluated. Canada will accept a separate report for each element evaluated or one report containing more than one element.</p> <p>* Publications Records-- are defined as be in independent, peer-reviewed journals, academic publications**, and/or government reports.</p> <p>** Academic publications are defined as scientific working papers or technical reports published through a recognized university, governmental, or non-governmental institution.</p>	16 points	<p>4 points for each of the following:</p> <ul style="list-style-type: none"> o the trafficking or smuggling of firearms, or o reducing the illegal movement of firearms, or o the criminal use of firearms, or o any analysis of approaches by law enforcement to counter gun crime. <p>N.B. Each bullet will only be awarded points once.</p>	



PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Max Pts	Scoring		Demonstrated Experience / Resume Reference
R3	<p>Workplan</p> <p>The Bidder should submit a Workplan</p> <p>The work plan should include each task to be completed, timelines, and the level of effort of each task (in person days). The work plan can be provided in table format.</p>		<p>Each element will be evaluated separately and points will be distributed per elements based on the point weight breakdown below.</p>		
		5 pts. total	R3A	Clear breakdown of each resource's level of effort for the work	
		5 pts. total	R3B	The level of effort breakdown is appropriate given each resource's tasks	
		3 pts. total	R3C	Resource(s) tasks align with the category under which they are proposed	
		7 pts. total	R3D	The work plan provides a clear and demonstrated assurance that the project will proceed as planned, on time with no delays	
	Subtotal for R3	20 points			
<p>Point Weight Breakdown for EACH ELEMENT of R3</p> <p>EXCELLENT - (100% of points) - The work plan has fully addressed this element in detail.</p> <p>GOOD/ ACCEPTABLE - (60% of points) - The work plan has mostly addressed this element; maybe one or two minor issues or missing detail that does not allow for a complete understanding.</p> <p>WEAK - (30% of points) - The work plan has attempted to address this element; however there are major issues that may not be corrected or information is not found or not clearly explained to generate understanding.</p> <p>POOR/ABSENT - (0%) - Information is not presented or not correctable.</p>					



PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience / Resume Reference
R4	<p>Approach and Methodology Criteria</p> <p>The Bidder should submit an approach and methodology.</p> <p>The Approach and Methodology should outline the comprehensive approach and specific tasks proposed to complete all aspects of the project. Sufficient detail should be provided to allow for a complete understanding of the approach to the work undertaken by the team of proposed resources.</p>	<p>Each element will be evaluated separately and points will be distributed per elements based on the point weight breakdown below.</p>	<p>15 pts. total R4A - What the proposed research methodology is to conduct the work</p> <p>15 pts. total R4B - How the Bidder will address all the research requirements.</p> <p><i>For information regarding the scope of the research requirements the Bidder should reference Part 4, Statement of Work, all of Article 3 entitled Scope</i></p> <p>5 pts. total R4C - Identification of proposed information sources</p> <p>5 pts. total R4D - Ethical and confidentiality considerations</p>	
	Subtotal for R4	40 points		
	<p>Point Weight Breakdown for EACH ELEMENT of R4</p> <p>EXCELLENT – (100% of points) - All elements are covered; the information is clearly provided, explained and identified.</p> <p>VERY GOOD - (75% of points) - Maybe one or two minor issues or elements of information missing, unclear or incorrect, otherwise all information is clear, explained and identified.</p> <p>GOOD/ ACCEPTABLE - (60% of points) - Information is mostly present and understandable and acceptable. Maybe three or more minor issues or a major correctable issue</p> <p>WEAK - (30% of points) - Information is presented however there are major issues that may not be corrected or information is not found or not clearly explained to generate understanding.</p> <p>POOR/ABSENT - (0%) - Information is not presented or not correctable.</p>			



PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience / Resume Reference
R5	<p>Understanding</p> <p>The Bidder should identify two (2) issues deemed the most significant obstacles to successfully achieving the mandate’s objective and a proposed means of resolution for each.</p>	20 pts.	<p>SCORING: Up to ‘10’ points will be awarded for <u>each</u> identified issue and proposed strategy according to the R5 scale identified below.</p> <p><i>The response should not exceed one (1) page in length.</i></p> <p>Total = 100% of the maximum allocation of ‘20’ points (2 issues x (max 25% + 25%) = 100%).</p>	

R5 SCALE

Pnts Condition - ISSUES

25%	The issue is deemed to be likely to occur <u>and</u> poses a significant negative impact
15%	The issue is deemed to be likely to occur <u>or</u> poses a significant negative impact
0%	The issue is deemed to neither likely to occur <u>nor</u> poses a significant negative impact

Pnts Condition - RESOLUTION

25%	The response strategy is deemed to avoid / significantly mitigate the issue and is resource-efficient
15%	The response strategy is deemed to somewhat mitigate the issue and is viable
0%	The response strategy is deemed to neither significantly mitigates the issue and is viable

+

	Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience	Proposal / Resume Ref.
	MAXIMUM POINTS AVAILABLE	131			
	MINIMUM POINTS REQUIRED	85			

NOTE: Any proposal that fails to achieve the minimum points required will be considered non-compliant and will not receive further consideration.

5. Contractor Selection Method Basis of Selection - Highest Combined Rating of Technical Merit 70% and Price 30%

5.1 To be declared responsive, a bid must:

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



PART 5 – EVALUATION CRITERIA

- (c) obtain the required minimum number of points specified in Article 1.2 for the point rated technical criteria.
- 5.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 5.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).
- 5.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 4 Part 5, determined as follows: total number of points obtained / maximum number of points available.
- 5.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$
- 5.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Article 1.2 will be recommended for award of a contract.
- 5.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88	82	92
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 70 = 61.6$	$50,000 / 60,000 \times 30 = 24.99$	86.59
Bidder 2	$82 / 100 \times 70 = 57.4$	$50,000^* / 55,000 \times 30 = 27.27$	84.67
Bidder 3	$92 / 100 \times 70 = 64.4$	$50,000^* / 50,000 \times 30 = 30$	94.4

* represents the lowest evaluated price

In this example above, Bidder 3 is the Bidder that has obtained the highest combined rating of Technical Merit and Price.



PART 5 – EVALUATION CRITERIA

6. FINANCIAL PROPOSAL

6.1 Overview

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

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

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

6.2 Definitions

Firm Lot Price:

This is a basis of payment that applies when the total amount payable to the contractor for all or, as applicable, a portion of the contractual obligations, is the firm price agreed upon by the contracting authority and the contractor. As part of the financial proposal, the Contractor must still provide a clear and detailed breakdown of all cost elements, professional fees, travel and direct expenses to support the quoted price.

The contractor must satisfactorily fulfill all of its contractual obligations relative to the work to which this basis of payment applies, without additional payment whether or not the actual cost incurred exceeds the firm lot price.

6.3 The Bidder must complete this pricing schedule and include it in its financial bid

The financial proposal must provide the total fixed price for completing the work as well as a detailed breakdown of that price. Details must be provided for each sub criteria. The financial proposal should address each of the following, as applicable in detail:

DESCRIPTION	PRICE
6.3.1 Labour: For each individual and/or labour category, indicate the proposed time rate and the estimated level of effort. Support for the rates may be requested.	\$ _____
6.3.2 Materials, supplies and other expenses: Indicate general categories of materials, supplies and other expenses to be used or incurred during the course of the work, and the cost estimate for each. ALL estimates must be supported by actual evidence of costs (ie quotations/subcontracts etc)	\$ _____
6.3.3 Travel and living: Provide a cost estimate for trips required during the course of the work. All travel will be reimbursed according to Treasury Board Travel Directive Appendix B, C and D.	\$ _____
TOTAL PROPOSED FIXED COST	\$ _____



PART 5 – EVALUATION CRITERIA

- 6.4 Payment Schedule.** The bidder is to provide a proposed milestone payment schedule based on the deliverables identified in the Statement of Work. This payment schedule will be subject to negotiation at the time of contract award. The basis determining the amount of each milestone payment should be clear.

Bidders should note the basis of payment is defined in Part 7 – Resulting Contract Clauses



APPENDIX 1 to PART 5 – TEMPLATE FOR EVALUATION CRITERIA

Bidders **MUST** use the following template to demonstrate how they meet the requirements for both R1 and R2

TEMPLATE for R1 and R2 PROJECTS

The Bidder **MUST** use the template below to demonstrate requirements for R1 and R2 as per the instructions in Part 5. One table must be used PER research project

Project/Program Name	Project Start	Project End	Duration
Client Organization	Reference Name	Telephone	Email
Project/Program Objective	Resource Role		
Publication Detail	Resource Involvement		
	Start (mmm-yy)	End (mmm-yy)	
Project Description and Detail.			



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 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 201500250** 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- Federal Contractors Program for Employment Equity - Bid Certification

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](http://publiservice.gc.ca/services/fcp-pcf/index_f.htm)" list (http://publiservice.gc.ca/services/fcp-pcf/index_f.htm) 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.

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 it has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Bidder further warrants and certifies that there is no conflict of interest as stated above.

Signature

Date

2.5 CERTIFICATION 6 – FORMER PUBLIC SERVANT

Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a former member of a department as defined in the *Financial Administration Act, R.S. , 1985, c. F-11*, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.



PART 6 - CERTIFICATIONS

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

- a) name of former public servant,; and
- b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Bidder must provide the following information:

- a) name of former public servant,;
- b) conditions of the lump sum payment incentive,;
- c) date of termination of employment,;
- d) amount of lump sum payment,;
- e) rate of pay on which lump sum payment is based,;
- f) period of lump sum payment including start date, end date and number of weeks,; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

STATEMENT:

I, the undersigned, as a director of the Bidder, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

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



PART 7 – 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" and the bidder's technical proposal in response to RFP **201500250**.

2. **Standard Clauses and Conditions**

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

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

2.1 **General Conditions**

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

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

2.2 **Supplemental General Conditions**

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

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, 2015**.



PART 7 – RESULTING CONTRACT CLAUSES

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Krystal Rockburn
Contracting and Procurement Officer
Program Services
Public Safety Canada
340 Laurier, Ave. West
Ottawa, Ontario, K1A 0P8

Tel: 613-949-9921
Fax: 613-954-1871
Email: krystal.rockburn@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 7 – RESULTING CONTRACT CLAUSES

6. Payment

6.1 Firm Lot Price (SACC Manual Clause C0207C)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract , the Contractor will be paid a firm lot price of \$_____ (insert the amount at contract award) . Customs duty are _____ (insert " included ", " excluded" or " subject to exemption") and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. "

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

6.2 Method of Payment

6.2.1 Payment Schedule To be determined at contract award

Canada will pay the Contractor for work performed during the Contract 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.

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. SACC Manual Clauses

Table with 3 columns: Clause ID, Date, and Description. Rows include A9117C (2007-11-30) T1204 - Direct Request by Customer Department, C6000C (2007-05-25) Limitation of Price, and C2900D (2000-12-01) Tax Withholding of 15 percent.

9. Invoicing Instructions

- 9.1 The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 General Conditions - Services.



PART 7 – RESULTING CONTRACT CLAUSES

- 9.2 Additional Invoicing Instructions.
- 9.3 An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.
- 9.4 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;
- 9.5 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
Invoice_processing@ps-sp.gc.ca
 - b) One copy must be forwarded to the contracting authority identified in Article 5 entitled Contracting Authority.

10. 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.

11. 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.)*

12. 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 Supplemental General Conditions 4006 (2010-08-16) – Contractor to Own Intellectual Property Rights in Foreground Information)
- (c) the General Conditions 2035 – (2013-06-27), General Conditions - Higher Complexity – Services
- (d) Annex “A”, Statement of Work;
- (e) Annex “B”, Basis of Payment
- (f) the Contractor's bid dated _____ *(insert date of bid)*, as amended _____ *(insert date(s) of amendment(s) if applicable)* in response to RFP **201500250**.



PART 7 – RESULTING CONTRACT CLAUSES

13. **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.

14. **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.

15. **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.

16. **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 7 – 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.

17. International Sanctions

17.1. 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>

17.2. 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.

17.3. 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.

18. Canada Facilities, Equipment, Documentation & Personnel

18.1. 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.

18.2. 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.

18.3. 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.



PART 7 – RESULTING CONTRACT CLAUSES

19. 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.

20 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

21. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. Pièce jointe- Clauses 3 inclure dans les documents d'approvisionnement



ANNEX A – STATEMENT OF WORK

TO BE INSERTED UPON CONTRACT AWARD



ANNEX B – BASIS OF PAYMENT

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

(to be filled in 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.