





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

**Vendor Name and Address**

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

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

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**Name and Title of Person authorized to sign on behalf of Vendor**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Central Point of Contact**

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Each proposal must include a copy of this page properly completed and signed.**



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## PART 1 – GENERAL INFORMATION

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### 1. Requirement Summary

Public Safety Canada has a requirement for professional services to deliver services as identified in PART 4, Statement of Work. **Public Safety Canada intends to award up to four (4) contracts as a result of this process.**

The objectives of this project are to discuss the literature on the relationship between international circular migration patterns, deportation from one country to another, and the influence of these movements on the formation or structure of criminal organizations, as they relate to the migration between Canada and four separate case study nations; Honduras, Jamaica, Haiti and Guyana. Each of the case studies will be awarded under contract separately.

### 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(s), subject to any other express terms and conditions.

### 3. Period of Work

3.1 The period of each Contract is from date of contract award to **March 31 2015**

### 4. Contracting Authority

John Seguin  
Contracting and Procurement Officer  
Public Safety Canada  
269 Laurier Avenue West, 13<sup>th</sup> Floor  
Ottawa, Ontario K1A 0P9 Tel: 613-949-9921  
Fax: 613-954-1871  
Email: [contracting@ps.gc.ca](mailto:contracting@ps.gc.ca)

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

### 5. Inspection/Acceptance

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

### 6. Intellectual Property

The intellectual property shall vest with Canada under the following exception:

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

*6.4.1 to generate knowledge and information for public dissemination.*

### 7. 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



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## PART 1 – GENERAL INFORMATION

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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.

### **8.      Debriefings**

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

### **9.      Security**

**There is no security requirement identified.**



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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### 1. Enquiries - solicitation stage

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

Enquiries and issues must be received by the Contracting Authority no later than five (5) business days prior to the bid closing date specified on the cover page 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.**



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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### 4.1 Standard Instructions, Clauses and Conditions

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

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

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(2014-06-26) 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.

### 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



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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\$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](mailto: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](http://www.opo-boa.gc.ca).



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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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Should a Bidder wish to bid on more than one Project Stream, Bidders must submit a separate bound proposal package (including 4 hard copy technical offers w/ soft copy/ 1 financial proposal/1 certification) as described in the section below for each requirement under this solicitation.

### 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 (Part 6 – Certifications) (1 hard copy)

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

***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) electronic version of the Technical Proposal are required. THE TECHNICAL PROPOSAL MUST EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.**

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

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

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

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

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

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

### 2. Submission of Proposals

Your proposal is to be addressed as follows and **must be received on or before 14:00 hours EDT, 2014-12-17, December 17 2014.** Please ensure that all envelopes/boxes, etc are marked **URGENT.**





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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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John Seguin  
Contracting and Procurement Section  
Public Safety Canada  
340 Laurier Avenue West, 1<sup>st</sup> Floor Mailroom  
Ottawa, Ontario, K1A 0P9  
Tel: 613-949-9921  
Fax: 613-954-1871  
Email: [contracting@ps-sp.gc.ca](mailto:contracting@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. Entrance is on Gloucester at 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. Failure to submit a financial and/or technical proposal with the bidder's submission shall result in the bid being deemed non-compliant and will not be evaluated.
- (b) An evaluation team *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 Article 5.**



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## PART 4 – STATEMENT OF WORK

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### 1        Title:

#### **Deportation, Circular Migration, and Organized Crime: Four Case Studies relate to Canada**

### 2.        Background

Circular migration is typically defined as the periodic movement of a migrant worker (and, oftentimes, family members) between a home and a host country, usually for the purpose of employment. However, circular migration can also occur between other regions within a country, such as between rural and urban areas. There are a number of benefits that may be associated with circular migration patterns, including gains in financial capital, human capital, and social capital.

Circular migration is generally conceived of as being voluntary. However, the cyclic pattern of movement of individuals from a home region to a host region can also be mediated, regulated and triggered by actions of the state. Most often the periodicity and conditions under which the circular migration takes place is related to visa and labour policies. In other circumstances, the movement may also be related to factors such as the deportation or inadmissibility of individuals due to criminality.

Criminological literature has identified that various types of migration – between incarceration and freedom, between rural and urban areas, between countries – has resulted in social processes through which gangs and criminal organizations are formed or change their structure. Examples of migration being related to gang formation include: prison gangs developing into street gangs; inner city gangs establishing themselves on-reserve; the *soggiorno obbligato* of *mafiosi* from Italy's South to its North; and the deportation of Los Angeles delinquents leading to the formation of *mara* gangs in Central America.

While there is an established literature on a variety of gang-related migrations related to incarceration and regional movements within a country, the study of how international migration affects the milieu of organized crime<sup>1</sup> has only emerged over the last few years. This literature generally focuses on very particular organized crime problems related to deportation or circular migration, such as Jamaican posses or Salvadoran *maras*. There is also an emergent literature on the impact of patterns of circular migration on family structure, as well as on youth delinquency. Combining the insights and examples from these various literatures could result in useful generalizations about the social processes surrounding deportation and circular migration which lead to organized crime problems.

It is hoped that this preliminary research will lead to information and insights that can be applied to:

- developing improved investigative methods for border enforcement;
- providing information useful for bilateral relations with foreign governments;
- informing policy analysis regarding safety and security impacts from source countries;
- creating effective crime prevention programs in Canada;
- providing insights on how to better manage correctional policy in Canada;
- informing Canada Border Services Agency and Royal Canadian Mounted Police Liaison Officers in overseas missions;
- identifying areas of possible investment for capacity building programs in foreign countries; and
- identifying how to improve support for community and resettlement services in Canada and abroad.

### 3.        Research Scope and Objectives

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<sup>1</sup> For the purposes of this study ‘organized crime’ is defined as “criminal organization” in section 467.1 of the *Criminal Code of Canada*, that is, a group of three or more persons, committing serious offences over a period of time, for the purposes of material benefit.



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## PART 4 – STATEMENT OF WORK

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The objectives of this research project are to discuss the literature on the relationship between international circular migration patterns, deportation from one country to another, and the influence of these movements on the formation or structure of criminal organizations, as they relate to the migration between Canada and four separate case study nations; Honduras, Jamaica, Haiti and Guyana. Each of the case studies will be awarded under contract separately.

### 3.1 Case Study A - Guyana and Canada:

The subject of research questions shall be finalized in consultation with the Project Authority at the kick off meeting. The current examples of research questions include:

- Does deporting or removing Guyanese offenders<sup>2</sup> from Canada cause domestic security problems for Canada? How and why?
- What kinds of people with Guyanese citizenship are more or less likely to become involved with criminality in Canada?
- What are the criminogenic factors associated with deported and removed criminals in the Canada-Guyana context?
- What are the features of the migration experience for Guyanese that contribute to participation in criminal organizations or organized co-offending in Canada or Guyana?
- How is migration by way of the United States or other countries in the Americas involved in any of the above?

### 3.2 Case Study B - Jamaica and Canada:

The subject of research questions shall be finalized in consultation with the Project Authority at the kick off meeting. The current examples of research questions include:

- Does deporting or removing Jamaican offenders<sup>3</sup> from Canada cause domestic security problems for Canada? How and why?
- What kinds of people with Jamaican citizenship are more or less likely to become involved with criminality in Canada?
- What are the criminogenic factors associated with deported and removed criminals in the Canada-Jamaica context?
- What are the features of the migration experience for Jamaicans that contribute to participation in criminal organizations or organized co-offending in Canada or Jamaica?
- How is migration by way of the United States or other countries in the Americas involved in any of the above?

### 3.3 Case Study C - Honduras and Canada:

The subject of research questions shall be finalized in consultation with the Project Authority at the kick off meeting. The current examples of research questions include:

- Does deporting or removing Honduran offenders<sup>4</sup> from Canada cause domestic security problems for Canada? How and why?
- What kinds of people with Honduran citizenship are more or less likely to become involved with criminality in Canada?

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<sup>2</sup> Offenders may be permanent residents, temporary residents, or without status.

<sup>3</sup> Offenders may be permanent residents, temporary residents, or without status.

<sup>4</sup> Offenders may be permanent residents, temporary residents, or without status.



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## PART 4 – STATEMENT OF WORK

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- What are the criminogenic factors associated with deported and removed criminals in the Canada-Honduras context?
- What are the features of the migration experience for Hondurans that contribute to participation in criminal organizations or organized co-offending in Canada or Honduras?
- How is migration by way of the United States or other countries in the Americas involved in any of the above?

### 3.4 Case Study D- Haiti and Canada:

The subject of research questions shall be finalized in consultation with the Project Authority at the kick off meeting. The current examples of research questions include:

- Does deporting or removing Haitian offenders<sup>5</sup> from Canada cause domestic security problems for Canada? How and why?
- What kinds of people with Haitian citizenship are more or less likely to become involved with criminality in Canada?
- What are the criminogenic factors associated with deported and removed criminals in the Canada-Haiti context?
- What are the features of the migration experience for Haitian that contribute to participation in criminal organizations or organized co-offending in Canada or Haiti?
- How is migration by way of the United States or other countries in the Americas involved in any of the above?

## 4. Approach and Methodology

For each awarded contract:

A literature review must be conducted to provide a summary of the academic periodical and monograph literature, as well as open source government reports, on this topic. (A selection of books or edited volumes may be reviewed, depending upon workload and source availability.) Observations and findings from the literature shall be organized by theme and a discussion section identifying possible parallels to the Canadian social and policy context will be provided. Data on migration between Canada and the identified Case study country may be reviewed, while the Project Authority will provide aggregate descriptive statistics on removal by criminality and citizenship and the federal correctional population by nationality that shall be analyzed by the contractor. A discussion of potential future avenues for research must also be developed.

The analysis could also apply insights drawn from the literature regarding the formation or structure of criminal organizations due to the movement between correctional facilities and release, as well as from the literature on internal migration (e.g., region-to-region within a country, from rural to urban areas) or from studies related to general international labour migration.

All final deliverables and data accessible to Public Safety Canada must be fully anonymized to the standards established by Statistic Canada, as well as the *Tri-Council Policy Statement on Ethical Conduct for Research Involving Humans*.

## 5. Tasks

The Contractor must perform the following tasks:

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<sup>5</sup> Offenders may be permanent residents, temporary residents, or without status.



## PART 4 – STATEMENT OF WORK

- 5.1 Meet with the Project Authority (PA)/Technical Authority (TA) for a kick-off meeting, either in person or by teleconference within five working days of contract award to discuss the overall requirement; the approach and methodology; the work plan, and; to clarify any issues.
- 5.2 Submit both an work plan, and methodology and approach based on the discussion at the kick-off meeting. Both documents must be submitted within five working days of the kick-off meeting.
- 5.3 Through a combination of a literature review, analyses of available data, the contractor must discuss the relationship between international circular migration patterns, deportation from one country to another, and the influence of these movements on the formation or structure of criminal organizations, as they relate to the migration between Canada and identified Case study country.
- 5.4 Submit a draft report that responds, at a minimum, to the questions raised in Section 3, according to Section 4 Approach and Methodology. The draft report must include an abstract, executive summary (no more than 2 pages), conclusion, bibliography, appendices (such as tables of data, methodological details, etc.). The main body of the report shall be no more than 25 pages. The report must be submitted in MS Word format, using the Public Safety Canada report template, applying *The Canadian Style: A Guide to Writing and Editing* (2nd edition). The document must be submitted by March 1 2015.
- 5.5 Submit a final report that incorporates all comments and revisions requested by the PA/TA. The document must be submitted within 15 calendar days of the draft report.
- 5.6 Upon completion of the report, the Contractor must prepare a PowerPoint presentation deck that is of approximately 15 minutes in length. The presentation deck must use the Public Safety Canada presentation template. The deck must be submitted by March 31 2015.
- 5.7 Submit ongoing, biweekly status reports by e-mail to provide a short summary on work conducted, status of work as per the SOW, any issues or challenges that have arisen including mitigation strategies.

### 6. Deliverables

For each contract, the Contractor must provide:

- 6.1 A work plan.
- 6.2 An approach and methodology.
- 6.3 A draft report.
- 6.4 A final report.
- 6.5 A presentation deck.
- 6.6 Biweekly status reports.

### 7. Project Schedule

Deliverable	Delivery Date
7.1 Kick-off meeting	+5 working days of contract award
7.2 Updated work plan	+5 working days of the kick-off meeting
7.3 Updated approach and methodology	+5 working days of the kick-off meeting
7.4 Draft report	March 1 2015
7.5 Final report	+15 calender days of the draft report
7.6 PowerPoint presentation	March 31 2015

### 8. Official Languages



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## PART 4 – STATEMENT OF WORK

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The Contractor may work and submit all deliverables in either official language (English or French). Translation of the final report, if required, will be the responsibility of the PA/TA. However, the Contractor must be able to interview, undertake correspondence, and review literature in both official languages.

### 9. Location of Work & Travel

All work must be carried out at the Contractor's facilities.

The Contractor must be available for scheduled teleconference calls periodically throughout the contract.

### 10. Reporting and Communication

In addition to the timely submission of all deliverables and fulfilment of obligations specified within the contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Department. 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. Communication may include: phone calls, electronic mail, faxes, mailings, and face-to-face meetings. In addition, the Contractor is to immediately notify the Department of any issues, problems, or areas of concern in relation to any work completed under the contract, as they arise.

### 11. Selected Bibliography

Camapanà, Paolo. (2010) *A Response to "The Mobility of Criminal Groups": A Reflection in Light of Recent Research on the Functional Diversification of a Camorra Clan*. Ottawa, ON: Public Safety Canada.

Cruza, José Miguel. (2010) "Central American Maras: From Youth Street Gangs to Transnational Protection Rackets." *Global Crime*, Vol. 11, No. 4, pp. 379-398.

Decker, Scott H., Frank van Gemert & David C. Pyrooz. (2009) "Gangs, Migration, and Crime: The Changing Landscape in Europe and the USA." *International Migration & Integration*, Vol. 10, pp. 393-408.

Drotbohm, Heike (2009) "Deporting Diaspora's Future? Forced Transnationalism and Generational Conflicts in the Haitian Community of Montreal," *Human Architecture: Journal of the Sociology of Self-Knowledge*, Vol. 7, No. 4, Article 7.

Funes, Freddy. (2009) "Removal of Central American Gang Members: How Immigration Laws Fail to Reflect Global Reality." *University of Miami Law Review*, Vol. 63.

Hagan, Jacqueline, Karl Eschbach & Nestor Rodriguez. (2008) "U.S. Deportation Policy, Family Separation, and Circular Migration." *International Migration Review*, Vol. 42, No. 1, pp. 64-88.

Morselli, Carlo, & Mathilde Turcotte, with Valentina Tenti. (2010) *The Mobility of Criminal Groups*. Ottawa, ON: Public Safety Canada.

Owen, Taylor and Alexandre Grigsby. (2012) *In Transit: Gangs and Criminal Networks in Guyana*. Geneva: Small Arms Survey, Graduate Institute of International and Development.

Page J. Brayn & L. Hems Marcelin. (2003) "Formation of Gangs and Involvement in Drug Use Among Marginalized Youth: Uses Of The Anthropological View." *Free Inquiry*, Vol. 31, No. 2.

Silverstone, Daniel. (2010) *A Response to "The Mobility of Criminal Groups": A Reflection in Light of Recent Research on Vietnamese Organized Crime*. Ottawa, ON: Public Safety Canada.

Van Daele, Stijn, Tom van der Beken, & Gerben J.N. Bruinsma. (2012) "Does the Mobility of Foreign Offenders Fit the General Pattern of Mobility?" *European Journal of Criminology*, Vol. 9, pp. 290.



## PART 4 – STATEMENT OF WORK

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Varese, Federico. (2010) *A Response to "The Mobility of Criminal Groups": A Reflection in Light of Recent Research on Mafia Movements*. Ottawa: Public Safety Canada.

Williams, C., & M.P. Roth. (2011). "The Importation and Re-Exportation of Organized Crime: Explaining the Rise and Fall of the Guyanan Posses in the United States." *Trends in Organized Crime*, Vol. 14, No. 4, pp. 1-16.

Wolf, Sonja. (2013) "Mano Dura Policing: Feeding the Cycle of Gang Violence in the Americas." Review of "Space of Detention: The Making of a Transnational Gang Crisis between Los Angeles and San Salvador (by Elana Zilberg)." *Current Anthropology*, Vol. 54, No. 2, pp. 242-243.



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## PART 5 – EVALUATION CRITERIA

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### 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 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





## PART 5 – EVALUATION 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 will be addressed separately.

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

**The Bidder must meet the following criteria for EACH requirement:**

Item	Evaluation Criteria	Bidder's Response (Specify Below- “Meets Requirement” or “Does Not Meet Requirement”)	
<b>M1</b>	The Bidder <b>must</b> submit a signed proposal indicating their acceptance of all the terms and conditions, as per clause “Acceptance of Terms and Conditions”, part 2, Article 4 of the Request for Proposal.	<b>MEETS</b> <input type="checkbox"/>	<b>DOESN'T MEET</b> <input type="checkbox"/>
<b>M2</b>	The Bidder must clearly identify in their proposal which requirement they are bidding on:  Case Study A - Guyana and Canada Case Study B - Jamaica and Canada Case Study C- Honduras and Canada, <b>OR</b> Case Study D – Haiti and Canada	<b>MEETS</b> <input type="checkbox"/>	<b>DOESN'T MEET</b> <input type="checkbox"/>
<b>M3</b>	In their proposal the bidder must submit a detailed résumé for <u>each</u> of the proposed resources which clearly describes their role(s) on the project team and relevant project descriptions of the resource's work experience.  <b>The Bidder shall bold-face or high-light the relevant areas in the resource's CV.</b>	<b>MEETS</b> <input type="checkbox"/>	<b>DOESN'T MEET</b> <input type="checkbox"/>
<b>M4</b>	The bidder must demonstrate that at minimum, one member of the team of proposed resources has at least <u>one</u> publication in <b>each</b> of the following areas:  a) gangs, organized crime or criminal organizations <b>and</b> b) migration, immigration, emigration or newcomer settlement.  The experience of multiple resources <u>can</u> be combined to meet this criterion.	<b>MEETS</b> <input type="checkbox"/>	<b>DOESN'T MEET</b> <input type="checkbox"/>

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



## 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 project listed including but not limited to:

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

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.

**NOTE: If the bidder’s technical proposal does not score (12/70) or more of the rated technical criteria, the bidder’s proposal will be deemed non-compliant.**

The Criteria below apply to EACH contract requirement as identified in the Statement of Work.				
	Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience / Resume Reference
R1	<p>The bidder should demonstrate* that at least one of the proposed team members has a Publication Record based on quantitative and/or qualitative research in the <b>area of gangs, organized crime or criminal organizations.</b></p> <p>*In order to demonstrate this the bidder should provide the following details including but not limited to:</p> <ul style="list-style-type: none"> <li>• name of publication</li> <li>• date of publication</li> <li>• abstract</li> </ul>	20 pts	<p>3 Points will be awarded per publication up to a maximum of 15 points.</p> <p><b>PLUS:</b></p> <p>5 additional points will be awarded if the bidder demonstrates that two of the qualified proposed resource publications were peer review academic journals in the area of policing and/or criminal justice.</p> <p><b>To demonstrate this criterion, the Bidder should use the template provided in Appendix 1 to Part 5.</b></p>	
R2	<p>The bidder should demonstrate* that at least one of the proposed team members has a Publication Record based on quantitative and/or qualitative research in the area of <b>migration, immigration, emigration issues or newcomer settlement.</b></p> <p>*In order to demonstrate this the bidder should provide the following details including but not limited to:</p> <ul style="list-style-type: none"> <li>• name of publication</li> <li>• date of publication</li> <li>• abstract</li> </ul>	20 pts	<p>3 Points will be awarded per publication up to a maximum of 15 points.</p> <p><b>PLUS:</b></p> <p>5 additional points will be awarded if the bidder demonstrates that two of the qualified proposed resource publications were peer review academic journals in the area of policing and/or criminal justice.</p> <p><b>To demonstrate this criterion, the Bidder should use the template provided in Appendix 1 to Part 5.</b></p>	

The nation or nationality of the case study experience assessed in R3 below must correspond to the Case Study requirement to which the Bidder is submitting a proposal



**PART 5 – EVALUATION CRITERIA**

	Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience / Resume Reference
<b>R3</b>	<p>The bidder should demonstrate* that at least one of the proposed team members has a Publication Record based on quantitative and/or qualitative research above that relates to the nation or nationality of the case study to which the bidder is submitting a proposal (As identified in Article 3 of the Statement of work) :</p> <p>Case Study A – Guyana and Canada: the Bidder should demonstrate the experience for the nation or nationality of Guyana.</p> <p>Case Study B – Jamaica and Canada: the Bidder should demonstrate the experience for the nation or nationality of Jamaica.</p> <p>Case Study C – Honduras and Canada: the Bidder should demonstrate the experience for the nation or nationality of Honduras.</p> <p>Case Study D – Haiti and Canada: the Bidder should demonstrate the experience for the nation or nationality of Haiti.</p> <p>*In order to demonstrate this the bidder should provide the following details including but not limited to:</p> <ul style="list-style-type: none"> <li>• name of publication</li> <li>• date of publication</li> <li>• abstract</li> </ul>	30 pts	10 points will be awarded per publication to a maximum of 30 points.	

	Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience	Proposal / Resume Ref.
	<b>MAXIMUM POINTS AVAILABLE</b>	<b>70</b>			
	<b>MINIMUM POINTS REQUIRED</b>	<b>12</b>			

**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 Technical Score within the Available Budget**

5.1 To be declared responsive, a bid must:

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



## PART 5 – EVALUATION CRITERIA

- c. obtain the required minimum of 12 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points."

5.2 Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

### 6. FINANCIAL PROPOSAL

**Available Budget: The maximum funding available for the Contract resulting from the bid solicitation is \$20,000.00(Applicable Taxes extra) for each requirement. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.**

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

#### 6.1 Pricing Schedule

##### 6.1.1 Professional Services (Table 1)

PERIOD OF WORK: CONTRACT AWARD TO September 30 2015			
Resource Name	Level of Effort	Firm per diem rate*	Total
<b>Ceiling Price:</b>			

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

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

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

**Ceiling Price :** A ceiling price is the maximum amount of monies that may be paid to a contractor. By establishing a ceiling 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 costs incurred exceed the ceiling price.

##### 6.1.2 Direct Expenses (Table 2)

Other expenses	Amount	Mark-up	TOTAL
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**PART 5 – EVALUATION CRITERIA**

<p><b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work <b>at actual cost</b> with a Mark-up.</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		<p>_____ %</p>	
--	--	----------------	--

6.1.3 Subcontracts (Table 3)

Other expenses	Amount	Mark-up	Total
<p><b>Subcontracts: at actual cost with mark-up.</b> List any subcontracts proposed for any portion of the Contract describing the work to be performed and a cost breakdown with a Mark-up</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		<p>_____ %</p>	

6.1.5 TOTAL

**The maximum funding available for the Contract resulting from the bid solicitation is \$20,000.00 (Applicable Taxes extra) for each requirement. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.**

<b>Professional Services CEILING PRICE (Table 1)</b>	\$
<b>Direct Expenses (Table 2)</b>	\$
<b>Subcontracts (Table 3)</b>	\$
<b>TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING TAXES)</b>	\$
<b>Applicable Taxes</b>	
<b>Total</b>	

**6.2** 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 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 should use the following template to demonstrate how they meet the requirements in the mandatory and rated evaluation criteria.

**TEMPLATE for PROJECTS**

One table must be used PER research project

<b>Project/Program Name</b>			<b>Project Start</b>	<b>Project End</b>	<b>Duration</b>
<b>Client Organization</b>			<b>Reference Name</b>	<b>Telephone</b>	<b>Email</b>
<b>Project/Program Objective</b>			<b>Resource (Author) Name and Role</b>		
<b>Publication Title and details</b>			<b>Resource Involvement</b>		
			<b>Start (mmm-yy)</b>		<b>End (mmm-yy)</b>
<b>Journal Name :</b>	<b>Peer-Reviewed?</b>	<b>Yes? ___</b>			
		<b>No? ___</b>			
<b>Abstract of the content as it relates to the criteria</b>					



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## PART 6 - CERTIFICATIONS

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### 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 Articles 1.1 and 1.2 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 1A – 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 201502064** 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: \_\_\_\_\_

##### 1.2 CERTIFICATION 1B Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 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



## PART 6 - CERTIFICATIONS

Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 2.1 CERTIFICATION 2

#### CERTIFICATION OF EDUCATION / EXPERIENCE:

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name of duly authorized representative of Bidder

\_\_\_\_\_  
Signature of duly authorized representative of Bidder

\_\_\_\_\_  
Date

### 2.2 CERTIFICATION 3- Certification of Availability and Status of Personnel

#### 2.2.1 Availability of Personnel:

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

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

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

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

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

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

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

#### AVAILABILITY AND STATUS OF PERSONNEL





## PART 6 - CERTIFICATIONS

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

\_\_\_\_\_  
Signature of Proposed Personnel

\_\_\_\_\_  
Date

### 2.3 CERTIFICATION 4- 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](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;



## PART 6 - CERTIFICATIONS

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

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

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

### Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

### Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

### STATEMENT:

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

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

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

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

Telephone number: ( ) \_\_\_\_\_

Fax number: ( ) \_\_\_\_\_



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## PART 6 - CERTIFICATIONS

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

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



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## PART 7 – RESULTING CONTRACT CLAUSES

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

### 1.        **Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the bidder's technical proposal in response to RFP **201502064**

### 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 – (2014-06-26), 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**

4007 – (2010-08-16) - Canada 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**

### 5.        **Authorities**

#### 5.1        **Contracting Authority**



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## PART 7 – RESULTING CONTRACT CLAUSES

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The Contracting Authority for the Contract is:

John Seguin  
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: [contracting@ps-sp.gc.ca](mailto: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:

## 6. Payment

### 6.1 Basis of Payment

For the Work described in *the statement of work* in Annex A :



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## PART 7 – RESULTING CONTRACT CLAUSES

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

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

### 6.2 Method of Payment

Canada will pay the Contractor basis 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.
- d. Direct Expenses will be paid at actual cost with mark-up, upon submission of an itemized statement supported by receipt vouchers
- e. Travel Expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

### 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

A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department
C6000C	(2011-05-16)	Limitation of Price
C0100C	(2010-01-11)	Discretionary Audit – Commercial Goods and/or Services

### 9. Invoicing Instructions

- 9.1 The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 General Conditions - Services.
- 9.2 Additional Invoicing Instructions.
- 9.3 An invoice for a payment cannot be submitted until all Work identified on the invoice is completed.



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## PART 7 – RESULTING CONTRACT CLAUSES

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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](mailto:Invoice_processing@ps-sp.gc.ca)

- (b) One copy must be forwarded to the contract authority identified in article 5 of the contract entitled “Authorities”

### 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 4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information)
- (c) the General Conditions 2035 – (2014-06-26), 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 **201502064**

### 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



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## PART 7 – RESULTING CONTRACT CLAUSES

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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.

#### 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





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## PART 7 – RESULTING CONTRACT CLAUSES

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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.international.gc.ca/sanctions/index.aspx?lang=eng>

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.

### 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.



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**ANNEX A – STATEMENT OF WORK**

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**TO BE INSERTED UPON CONTRACT AWARD**



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## ANNEX B – BASIS OF PAYMENT

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

**(to be 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.