



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: **John Seguin**

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

Vender/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 Innovative Aboriginal Service Delivery Model for Policing: Case Study of the Hub Policing Model in Hobbema, Alberta	
Solicitation No. – N° de l'invitation 201501932	Date 2014-11-06
Solicitation Closes – L'invitation prend fin At – à 02:00 PM On – le 2014-12-17	Time Zone Fuseau horaire EDT
Delivery Required – Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: John Seguin	
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

Legal Status (incorporated, registered, etc)

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

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

Print Name: _____ Title: _____

Signature: _____ Date: _____

Central Point of Contact

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

Name and Title: _____

Telephone: _____ Fax: _____

Email: _____

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



PART 1 – GENERAL INFORMATION

Document Number: 1228731

1. Requirement Summary

Public Safety Canada has a requirement for professional services to deliver services as identified in PART 4, Statement of Work.

2. Terms and Conditions of the resulting Contract

The general terms and conditions and clauses contained in Part 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

John Seguin
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

Contractor to own intellectual property.

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 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.



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(2014-06-26) 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



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

\$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 (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



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

Your proposal is to be addressed as follows and **must be received on or before 14:00 hours EDT, 2014-11-19 (December 17, 2014).** Please ensure that all envelopes/boxes, etc are marked **URGENT**.

John Seguin
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: 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 Section 5.



PART 4 – STATEMENT OF WORK

1. Title

Innovative Aboriginal Service Delivery Model for Policing: Case Study of the Hub Policing Model in Hobbema, Alberta

2. Objective

Public Safety Canada has a requirement for research of best practices and lessons learned from Hub Policing Model in Hobbema Alberta which may be relevant for improving policing services and public safety in other rural and remote Aboriginal communities.

3. Background

In 2013, Public Safety Canada undertook research on a review of policing models in Indigenous communities in Canada, the United States, Australia, and New Zealand. (Reference: <http://www.publicsafety.gc.ca/cnt/rsrscs/pblctns/cmprsn-ndgns-plcng/cmprsn-ndgns-plcng-eng.pdf>) The final report identified a promising innovative policing model that has had a positive impact concerning public safety for Indigenous people.

Its existence suggests that providing adequate and professional policing services to geographically remote Aboriginal communities cannot be provided easily or cost-efficiently. However, innovative policing models have the potential to complement and improve the professional policing services now being delivered by a variety of policing arrangements under the FNPP to Canada's rural and remote Aboriginal communities.

4. Scope of Work

From late Fall 2014 to March 2015, the scope of work for this project consists of undertaking a case study involving a literature review (which includes the collection of relevant criminal-justice statistics), and stakeholder consultations concerning the Hub Policing Model in Hobbema, Alberta.

- i) The focus this study is to answer the following questions:
 - a) Why was the Hub Policing Model in Hobbema established?
 - b) What were the issues/problems this policing model attempted to address? In other words, what was the "raison d'être" for the establishment of this model?
 - c) Did this policing model develop clear policy principles that were directly linked to criminal-justice and victimization problems in the Hobbema communities?
 - d) Did evidence-based research support the establishment of the model prior to its inception?
 - e) What are the background, structure, operation, and financial basis of this model, as well as the working relationship with adjacent police services?
 - f) How compliant was the program with the established policy and mandate?
 - g) What are the expected duties of the officers¹?
 - h) How consistent were the actual duties the officers performed with the duties outlined in the program mandate?
 - i) What training was provided and at what cost?
 - j) Was the officers' training adequate to reflect the duties outlined in their mandate?
 - k) Were the officers' given adequate managerial direction, resources, and organizational support to ensure the success of this initiative?
 - l) What type of research and evaluations have been done (or are in progress) regarding program effectiveness and efficiency?

¹ In English Common-Law countries, such as Canada, the word "officer" refers to government (e.g. federal, provincial, or municipal level) appointed individual whose job is to enforce laws. The officers' duties would vary depending on their mandate as defined by legislation, and regulation. In the United States an officer is the lowest rank in a police service, whereas in Canada, he/she is referred to as constable. Officers below the constable rank are not fully-sworn and empowered pursuant to policing legislation and are usually referred as Community Safety Officers, Special Constables, Public Safety Officers, Community Constables, by-law enforcement officers, or court officers.



PART 4 – STATEMENT OF WORK

- m) What key topics or predominant themes emerged?
 - n) What processes are in place to make any required adjustments following a program evaluation?
 - o) What are the best practices and lessons learned?
 - p) What is the legal and organizational framework supporting this policing model?
- ii) The stakeholder consultations must involve:
- a) A representative sample of a minimum of 9 (i.e. three per First Nation community – Ermineskin; Montana; Samson First Nations) Aboriginal community stakeholders where the innovative model is operating;
 - b) A minimum of five on-site police service officers and/or civilian employees, and a minimum of two K Division/Headquarters officials;
 - c) A minimum of five other community service providers working with the officers from social service organizations such as: health, family services, education, etc.; and
 - d) A representative of a minimum of two provincial and two federal (including the federal FNPP Regional Manager and staff) officials involved with Aboriginal policing programming in Alberta.

The resulting analytical report must provide an objective and clear understanding of the current nature, capacity, and relevance of the Hub Policing Model in Hobbema for policing rural and remote Aboriginal communities in Canada.

5. Tasks

The Contractor's proposed resources must conduct the following tasks

5.1 Phase 1: Development of methodology, and research design and instruments:

- a. Participate in a kick off meeting to discuss the overall scope, work plan and methodology of the technical proposal prior to initiating any work under the contract.
- b. Update the project design, and methodology based on discussions during the kick off meeting. The approach and methodology document must specify the variety of research methods and of applicable, proposed consultation documents to be utilized for this Work and include a general outline of the literature review report consisting of elements in Article 4.
- c. Develop letters of information and introduction. The information letters shall be distributed by Public Safety Canada to key stakeholders and officials (as identified in consultations with the FNPP Regional Manager (RM) and the Policy/FPT unit in APPD; and
- d. Develop draft version of the intended consultation instrument for Phase 3 (the consultation themes shall only be finalized and drafted in whole during Phase 3). The purpose of the document is to collect information from stakeholders that are not attainable by the Contractor as a result of the literature review.

All deliverables must be submitted to the Project Authority (PA) for review and await approval (within 5 to 10 days). The Contractor may be required to provide several drafts and all changes requested by the PA that the Contractor fails to incorporate shall be corrected at the Contractor's expense. The products will be considered final only following written approval from the PA.

5.2 Phase 2: Literature, document, and file review:

- a) Conduct an international review of the policing literature concerning the "Hub" policing model identified in Article 4, Scope of Work. The literature review must address the research questions as listed in Article 4, Scope. The Contractor must review the available literature, analyse and summarize the available research in



PART 4 – STATEMENT OF WORK

order to address these questions and identify any gaps in the available literature. The consultations with key stakeholders for each policing model shall address the gaps in the literature.

- b) Literature that must be examined as part of this Review is:
 - A review and analysis of original governmental and policing policy documents, evaluations, and technical reports to ascertain the original aims and objectives and outcomes of the Hub model listed in Article 4, Scope.
 - Relevant documentation such as, monthly activity reports, summary reports, and other local documentation that is relevant for this project (public and aggregated data). Where possible Public Safety will help facilitate this activity, however the Contractor is responsible for contacting the key stakeholders for the Hobbema Hub Policing Model and collecting the information.
- c) Submit a draft literature review report, which answers the questions as outlined in the Scope of Work, to the PA for review and await approval (within 5 to 10 days) to proceed. The draft literature review report must be fully complete. The literature review report shall not be considered FINAL and accepted until indicated in writing by the PA. The Contractor may be required to provide several drafts and all changes requested by the PA that the Contractor fails to incorporate shall be corrected at the Contractor's expense. Contractor shall not conduct work in Phase 3 until given written confirmation by the PA: The report will be considered final when the PA indicates this in writing.

5.3 Phase 3: Key stakeholder Consultations

- a) Finalize the consultation documents based on the outline of the consultation document drafted in Phase 1. The consultation must collect the information from the stakeholders that are not available in existing literature as identified in the literature review conducted in Phase 2. Consultation document must be submitted for the Project Authority approval prior to dissemination.
- b) The contractor, in consultation with the PA, must undertake consultations regarding the policing model in Hobbema, Alberta to collect the information identified. Prior to the inception of the consultations, Public Safety Canada will initiate first contact by sending information letters of information (which will be drafted by the Contractor in Phase 1) to the approved list of stakeholders. The consultations must target the representatives as per Section 4; Scope of Work.
- c) The contractor must develop and then submit a summary report of the consultations with key officials to PA for review and await approval to proceed to Phase 4. The Contractor may be required to provide several drafts and all changes requested by the PA that the Contractor fails to incorporate shall be corrected at the Contractor's expense. Contractor shall not conduct work in Phase 4 until given written confirmation by the PA. The report will be considered final when the PA indicates this in writing.

5.4 Phase 4: Analysis of data and final report:

- a) Undertake analysis of the data collected and submit to the PA the first draft report in Public Safety format (Microsoft Word for reports and Excel for tables and data) for review and feedback within 5 to 10 days. ***The final report must:***
 - i. Reflect the information and the analysis of the data collected for this project.
 - ii. Contain an abstract.
 - iii. Contain a two-page summary.



PART 4 – STATEMENT OF WORK

- iv. Contain a comprehensive description of the research of best practices and lessons learned from Hub Policing Model in Hobbema Alberta.
- v. Be fully edited, formatted and professionally presented.
- vi. Fulfil all of the objectives of the research project as identified in the Scope Section of this SOW.

The Contractor may be required to provide several drafts and all changes requested by the PA that the Contractor fails to incorporate shall be corrected at the Contractor's expense. The report will be considered final when the PA indicates this in writing.

- b) Using Public Safety template, prepare a PowerPoint presentation of approximately 20 minutes to summarize the key points of the report.

6. Deliverables and Schedule: The Contractor must provide:

#	Title/Description	Schedule for Deliverable
6.1	Phase 1	
A	A finalized project plan and methodology for the Work	Two weeks after contract award
B	A final letter of introduction to stakeholders	
C	Draft consultation themes for discussion with stakeholders	
6.2	Phase 2	
A	A finalized literature review report on the case study of the Hub Policing Model in Hobbema, Alberta identified in Article 4, Scope of Work.	30 days after contract award
6.3	Phase 3	
A	Finalized consultation document based on the outline of the consultation document drafted in Phase 1. The stakeholder consultation must collect the stakeholder experience regarding the Hobbema Hub model that is not available in existing literature as identified in the literature review conducted in Phase 2.	Two months after contract award
6.4	Phase 4	
A	A finalized research report that synthesises all the data and information collected <i>The final report must:</i> <ul style="list-style-type: none"> i. Reflect the information and the analysis of the data collected for this project. ii. Contain an abstract. iii. Contain a two-page summary. iv. Contain a comprehensive description of the research of best practices and lessons learned from Hub Policing Model in Hobbema Alberta. v. Be fully edited, formatted and professionally presented. vi. Fulfil all of the objectives of the research project as identified in the Scope Section of this SOW. 	March 31, 2015

Notes: All timelines will be confirmed during initial kickoff meeting and confirmed in writing by the Project Authority and Contractor with a copy to the Contracting Authority.



PART 4 – STATEMENT OF WORK

7. Travel/Meetings

All meetings and consultation format with stakeholders is at the discretion of the Contractor. Public Safety requires that the consultations be conducted over the telephone, or by video conference or where applicable, in writing. Should the Contractor choose to conduct consultations in person, it must be at the Contractor's expense. Progress meetings either by phone; or video conference (or in person if the Contractor is located in the NCR) he PA may be requested on an ad hoc basis, in addition to those set out in the deliverables (Section 6).

8. Location

The Contractor's facilities must 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 (if the Contractor is located in the NCR. Contractors located outside the NCR must attend meetings with PS representatives by telephone or video conference.

9. Official Languages

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 other representatives. Deliverables shall be completed in English and translation, if required, will be completed by Public Safety Canada.

10. Ethical Standards:

All work under this contract must adhere to professional social science and ethical standards in conducting research in Canada, such that data will be stripped of any personal information.

The Contractor must throughout the performance of the work apply the ethical principles of the *Tri-Council Policy Statement on Ethical Conduct for Research Involving Humans*, as well as the ethical standards established by Statistics Canada and privacy legislation, where applicable. All final deliverables and data accessible to Public Safety Canada must be fully anonymized in line with the aforementioned standards and principles.

10. 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 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 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.

Item	Evaluation Criteria	Bidder's Response (Specify Below- "Meets Requirement" or "Does Not Meet Requirement")	
M1	The Bidder must submit a signed proposal indicating their acceptance of all the terms and conditions, as per clause "Acceptance of Terms and Conditions", part 2, Article 4 of the Request for Proposal.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
M2	The Bidder must propose one resource or a team of resources to perform the tasks and deliverables identified in the SOW. The resource(s) must be identified by name, with the role and responsibilities of each resource provided.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
M3	The Bidder must provide a detailed résumé for each proposed resource that describes relevant project descriptions of the resource's work experience. The Bidder should provide the following information: <ul style="list-style-type: none"> • Education/Academic qualifications; • Official languages profile; • A profile describing the areas of expertise or strength of the individual proposed; • Timeframe of the work experience shown as (Month/year to Month/year); • Summary of each project that identifies the role and tasks of the specific resource. <p>The Bidder should bold-face or high-light the relevant areas in the resource's CV.</p>	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
M4	The bidder must demonstrate that the resource identified as the project lead has a minimum of three (3) different research projects leading qualitative and/or quantitative research and analysis in the area of <u>policing and/or criminal justice</u> . To demonstrate this criterion, the Bidder should use the template provided in Appendix 1 to Part 5. Note: where only one resource is proposed, this resource will be evaluated against this criterion.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
M5	The Bidder must attest that a minimum of one of the proposed resources is able to speak, read and write English and French at the level of proficiency defined below: DEFINITION: <i>Able to use the language fluently and accurately</i>	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>



PART 5 – EVALUATION CRITERIA

Item	Evaluation Criteria	Bidder's Response (Specify Below- "Meets Requirement" or "Does Not Meet Requirement")	
	<p><i>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></p>		

M6 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 (**Must be signed by Bidder**)

Date

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 (40/75) or more of the rated technical criteria, the bidder’s proposal will be deemed non-compliant.

	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 (<i>excluding the resource identified as the project lead</i>) has a Publication Record based on quantitative and/or qualitative research in the area of <u>policing and/or criminal justice</u></p> <p>* The Bidder MUST provide at least the following details:</p> <ul style="list-style-type: none"> • Authors of the publication • Name of the publication • Date of publication • Abstract of the content as it relates to the area of policing and/or law enforcement <p>Note: Academic Publication Record consists of the following formats:</p> <ul style="list-style-type: none"> • Journal articles and/or • Books and/or • Book chapters published by an academic press <p>Note: where only one resource is proposed, this resource will be evaluated against this criterion. The experience used to demonstrate M4 will not be accepted to demonstrate this criterion in the event of only one</p>	20 pts	<p>3 Points will be awarded per publication up to a maximum of 15 points. (maximum of 5 project)</p> <p>5 points will be awarded if one of the publications is in the area of policing and/or law enforcement specific to aboriginal communities.</p> <p>To demonstrate this criterion, the Bidder should use the template provided in Appendix 1 to Part 5.</p>	



PART 5 – EVALUATION CRITERIA

	Point Rated Criteria	Max Pts	Scoring		Demonstrated Experience / Resume Reference
	resource being proposed. Separate experience must be provided to demonstrate this criterion.				
R2	<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) and roles and responsibilities of each team member. The work plan can be provided in table format.</p>		Each element will be evaluated separately and points will be distributed per elements based on the point weight breakdown below.		
	10 pts. total		R2A	Shows a logical organization of tasks to be completed and scheduling for the project as per the Statement of Work, including resources to be consulted.	
	5 pts. total		R2B	Where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task.	
	5 pts. total		R2C	Demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work.	
Subtotal for R2		20 points			
<p>Point Weight Breakdown for EACH ELEMENT of R2</p> <p>EXCELLENT - (100% of points) - The work plan has fully addressed this element in detail.</p> <p>GOOD/ ACCEPTABLE - (80% 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 - (40% 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>					
R3	<p>Methodology / Approach – The bidder should outline the comprehensive approach and specific tasks proposed to complete all aspects of the project.</p> <p>Sufficient detail should be provided to allow for a complete understanding of the approach to the work undertaken and/or delegated by the proposed resource(s).</p>		Each element will be evaluated separately and points will be distributed per elements based on the point weight breakdown below.		
	10 pts. total		R3A	Sampling: reason for the selection of the information related to the policing literature concerning the “Hub” policing model	



PART 5 – EVALUATION CRITERIA

Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience / Resume Reference
This should include the advantages and disadvantages of the methodologies/approaches, as well as data gathering strategies, and include the information requested in the Statement of Work	10 pts. total	R3B - Proposed sources of information (literature review and consultations)	
	10 pts. total	R3C - Proposed strategies to analyse collected information.	
	5 pts. total	R3D - Strategies to abide by research ethics guidelines as it pertains to integrity of the data used in the research.	
Subtotal for R3	35 points		
Point Weight Breakdown for EACH ELEMENT of R3			
<p>EXCELLENT – (100% of points) - All elements are covered; the information is clearly provided, explained and identified.</p> <p>VERY GOOD - (80% 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 - (40% 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>			

Point Rated Criteria	Max Pts	Scoring	Demonstrated Experience	Proposal / Resume Ref.
MAXIMUM POINTS AVAILABLE	75			
MINIMUM POINTS REQUIRED	45			

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 60% and Price 40%

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
- (c) obtain the required minimum number of points specified in Article 4 for the point rated technical criteria.



PART 5 – EVALUATION 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) : $PS_i = LP / P_i \times 40$. 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): $TMS_i = OS_i \times 60$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 4, 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 (60%) and Price (40%)			
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	$88 / 100 \times 60 = 46.46$	$50,000 / 60,000 \times 40 = 33.33$	79.79
Bidder 2	$82 / 100 \times 60 = 49.2$	$50,000^* / 55,000 \times 40 = 36.36$	85.56
Bidder 3	$92 / 100 \times 60 = 55.2$	$50,000^* / 50,000 \times 40 = 40$	95.2

* 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.

6. FINANCIAL PROPOSAL

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



PART 5 – EVALUATION CRITERIA

Ceiling Price:			

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

6.1.3 Subcontracts (Table 3)

Other expenses	Amount	Mark-up	Total
<p>Subcontracts: at actual cost with mark-up. 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>		_____%	

6.1.4 TOTAL

Professional Services CEILING PRICE (Table 1)	\$
Direct Expenses (Table 2)	\$
Subcontracts (Table 3)	\$



PART 5 – EVALUATION CRITERIA

TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING TAXES)	\$
Applicable Taxes	
Total	

- 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 for M4 and R1.

TEMPLATE for PROJECTS

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 (Author) Name and Role		
Publication Title and details	Resource Involvement		
	Start (mmm-yy)	End (mmm-yy)	
Abstract of the content as it relates to the criteria			



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 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 201501932** 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) 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.



PART 6 - CERTIFICATIONS

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

STATEMENT:

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

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

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



PART 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 **201501932**.

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

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**

5. Authorities

5.1 Contracting Authority



PART 7 – RESULTING CONTRACT CLAUSES

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

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:



PART 7 – RESULTING CONTRACT CLAUSES

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a price not exceeding \$XXXXXX as detailed in Annex B. Customs duty is included 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

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.
- d. Direct Expenses will be paid at actual cost with mark-up, upon submission of an itemized statement supported by receipt vouchers

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.



PART 7 – RESULTING CONTRACT CLAUSES

- 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 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 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 **201501932**

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.



PART 7 – RESULTING CONTRACT CLAUSES

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.

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.



PART 7 – RESULTING CONTRACT CLAUSES

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.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.



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.