



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: **Denise Desserud**

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 Illustrative Case Studies of the Two First Nations Policing Program (FNPP) Policing	
Solicitation No. – N° de l'invitation 201600852	Date 2015-11-10
Solicitation Closes – L'invitation prend fin At – à 02:00 PM On – le 2015-12-21	Time Zone Fuseau horaire EDT
Delivery Required – Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Denise Desserud	
Telephone No. – N° de telephone (613) 990-2614	FAX No. – N° de FAX (613) 954-1871
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Public Safety Canada 269 Laurier Avenue West, Ottawa, Ontario K1A 0P8	
Security – Sécurité No security provisions	

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



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

Vendor Name and Address

Four horizontal lines for entering vendor name and address.

Legal Status (incorporated, registered, etc)

One horizontal line for entering legal status.

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

One horizontal line for entering registration numbers.

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

Print Name: Title: (Two horizontal lines)

Signature: Date: (Two horizontal lines)

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: (Horizontal line)

Telephone: Fax: (Horizontal line)

Email: (Horizontal line)

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



PART 1 – GENERAL INFORMATION

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

The period of the Contract is from date of contract award to **August 31, 2016**

4. Contracting Authority

Denise Desserud
Contracting and Procurement Officer
Public Safety Canada
269 Laurier Avenue West, 13th Floor
Ottawa, Ontario K1A 0P9
Tel: 613-990-2614
Fax: 613-954-1871
Email: ps.contractunit-unitedecontrats.sp@canada.ca

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

5. Inspection/Acceptance

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

6. Intellectual Property

The intellectual property shall vest with 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 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.



PART 1 – GENERAL INFORMATION

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, 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



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

the resulting contract. **Provision of Signed Page 1 of this RFP may serve as an acceptance to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP.**

4.1 Standard Instructions, Clauses and Conditions

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

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/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 (2015-07-03) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

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

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

5. Status and Availability of Resources

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

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

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

6. Internal Approvals

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



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

7. Procurement Ombudsman

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



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Proposal Preparation Instructions:

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

- Section I: Technical Offer (4 hard copies and 1 soft copies on CD OR USB)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (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. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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 NOT 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.



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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 2:00 PM EDT, December 21, 2015**. Please ensure that all envelopes/boxes, etc are marked **URGENT**.

Denise Desserud
Contracting and Procurement Section
Public Safety Canada
340 Laurier Avenue West, 1st Floor Mailroom
Ottawa, Ontario, K1A 0P9
Tel: 613-990-2614
Fax: 613-954-1871
Email: denise.desserud@canada.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.



PART 4 – STATEMENT OF WORK

1. Title

Illustrative case study of First Nations Policing Program (FNPP) models.

2. Background

In June 1991, after extensive consultation with the provinces, territories and Aboriginal peoples across Canada, the federal government announced a new on-reserve FNPP. Following a joint recommendation by the Minister of Indian Affairs and Northern Development and the Solicitor General of Canada, the First Nations Policing Program was transferred to the Department of the Solicitor General of Canada in 1992 to take advantage of the policing expertise of the Department (DIAND, 1990; Solicitor General, 1992).¹

Through the FNPP, Public Safety Canada (PS) provides contribution funding to support policing services that are professional, dedicated and responsive to the First Nation and Inuit communities they serve. The program is delivered through tripartite policing agreements among the federal government, provincial or territorial governments, and First Nation or Inuit communities. The federal and provincial/territorial governments provide parallel financial contributions for these agreements.

Two types of policing models are funded by the FNPP:

- 1) First Nation Administered (FNA) agreements, where a First Nation or Inuit community manages its own police service pursuant to provincial policing legislation and regulations; and
- 2) Community Tripartite Agreements (CTA), where a dedicated contingent of officers from an existing provincial police service, typically the RCMP, provides policing services to a First Nation or Inuit community.

As of April 13, 2015, the federal and provincial governments fund 36 FNA policing agreements, and 116 CTA agreements (Public Safety Canada, 2015).

3. Objectives

The purpose of this research project is to study the two FNPP funded policing models (FNA and CTA) in the five regions (Atlantic, Quebec, Ontario, Prairies, and British Columbia) in which they operate. The Contractor shall assess the strengths and weakness of each FNPP policing model by addressing, but not limited to, the following issues:

1. Critically compare and assess the efficiency and effectiveness between each First Nations policing model (FNA and CTA), by analyzing, **but not limited to**, the following areas:
 - a) Efficiency: per capita cost, cost per criminal code offence, number of officers per 100,000 population, number of support staff per 100,000 population, and average salaries;
 - b) Effectiveness: violent crime clearance rate, property crime clearance rate, and total criminal code clearance rate;
 - c) The use of resources, especially the administrative, operational costs, management overhead (e.g. number and percentage of operational/support/organizational support

¹ Now called, Public Safety Canada.



PART 4 – STATEMENT OF WORK

staff);

- d) Compare the level of service, capacity, and police presence in the communities policed by each policing model;
 - e) Examine the role of Police Governance Authorities (PGA for FNAs), or Community Consultative Groups (CCG for CTAs), and their responsibilities for each detachment; and
 - f) Compare the impact each policing model is having in enhancing public safety in their respective communities.
2. Analyze the extent of each FNPP model's relevance concerning the current priorities of the federal government, and Public Safety Canada and adherence to the FNPP principles across the five regions (see Solicitor General, 1996).
 3. Compare equity funding between the two FNPP policing models across the five regions. Equity funding is defined as the "costs of FNPP policing arrangements should be consistent with the calculation of costs for policing arrangements in other communities with similar conditions in the region."
 4. Compare on whether the policy principles of the FNPP are equally applied across the five regions.
 5. Compare the level of inter-service cooperation between the FNPP police services and the provincial police in each of the five regions (e.g. inter-service MOUs).
 6. Identify particular geographic-related issues encountered in the application of the FNPP policy principles.
 7. Based on the research findings, provide policy recommendations on improvements to the operation of each FNPP policing model across.

4. Scope of Work

The Contractor will undertake analysis of each of the two major policing models in the five major geographic regions in which they operate (10 FNA and 10 CTA agreements) by addressing all of the issues as set out in the objectives. The list of sites to be studied will be done in consultation with the PS Project Authority once the Contract has been awarded.

5. Tasks

- 5.1 Attend a kick-off meeting with the PS Project Authority and other stakeholders to discuss the objectives and requirements of the mandate, the Contractor's provisional approach and methodology, proposed timeline, and obtain clarifications. The meeting will take place within one (1) week of contract award at Public Safety Canada's facilities in Ottawa, or by teleconference (as determined by the PS Project Authority).
- 5.2 Review key internal and external documents identified or provided by the PS Project Authority to obtain contextual information.



PART 4 – STATEMENT OF WORK

- 5.3 Identify and review additional information required to conceptualize the aim, objectives, scope and requirements of the mandate.
- 5.4 Provide an updated version of the approach and methodology to the PS Project Authority for their review and approval.
- 5.5 Upon receipt of approval of the approach and methodology by the PS Project Authority, update the detailed work plan which identifies:
 - Tasks to be performed,
 - Deliverables to be produced,
 - Roles & responsibilities of the resources proposed to perform the work,
 - Schedule for the performance of each element of work and submission of each deliverable, and
 - Cost associated with the performance of each element of the work and each deliverable.
- 5.6 Submit the detailed Work Plan to the PS Project Authority for review, feedback and approval within one (2) weeks of the kick-off meeting.
- 5.7 Upon receipt of approval of the detailed Work Plan, conduct and develop the literature and file review report which includes methodology, research design, and research instruments.
- 5.8 Submit the literature and file review report to the PS Project Authority for review, feedback and approval.
- 5.9 Upon approval of the literature and file review report from the PS Project Authority, collect data from the list of sites to be studied, in consultation with PS Project Authority. The PS Project
- 5.10 Develop, populate and submit the data tables and other information collected as per Section 5.8 above to the PS Project Authority.
- 5.11 Develop a draft report outlining the key observation, findings, conclusions and recommendations. The draft report must reflect all the results of the information and the analysis of the police administration data collected for the FNPP police services selected for this project and must also include the following:
 - Abstract (approximately 250 words),
 - Executive summary (no more than 2 pages),
 - Research Summary (no more than 2 pages),
 - Analysis of the information,
 - Conclusion identifying specific policy information concerning the similarities and differences of each policing model,
 - Appendices (such as tables of data, methodological details, and
 - Bibliography.

The report must be submitted in MS Word format and be fully edited, formatted and ready for publication using Canadian style and in the Research Division, Public Safety Canada format.

PART 4 – STATEMENT OF WORK

- 5.12 Submit the draft report to the PS Project Authority for their review, feedback and approval. The PS Project Authority will provide comments on the report no later than seven days after receiving the draft document from the Contractor.
- 5.13 Draft the summary report and submit it to the PS Project Authority for their review, feedback and approval. The summary report must be a maximum of 2 pages in length. The PS Project Authority will provide comments on the report no later than seven days after receiving the draft document from the Contractor.
- 5.14 Submit final report and summary report incorporating the PS Project Authority’s comments.
- 5.15 Submit a PowerPoint presentation (20 minutes in length) summarizing the findings to Public Safety Canada officials.

6. Deliverables and Schedule

No.	Deliverable	Format	Due date
6.1	Updated approach and methodology	MS Word	Within 1 week of the Kick-off meeting (date: TBD)
6.2	Updated Work Plan	MS Word	Within 2 weeks of the Kick-off meeting (date: TBD)
6.3	Submit literature review and file review report, which also includes the proposed methodology, research design, and research instruments	MS Word	March 31, 2016
6.4	Collection of data	TBD	June 15, 2016
6.5	Draft final report	MS Word	July 15, 2016
6.6	Draft Summary report	MS Word	July 15, 2016
6.7	Final summary report	MS Word	August 31, 2016
6.8	Research summary	MS Word	August 31, 2016
6.9	PowerPoint presentation	MS PowerPoint	August 31, 2016

7. Location of Work

- 7.1 The Contract will be expected to conduct the work at their own facilities; however, the contractor’s resource must be available to participate in meetings with the PS Project Authority. These meetings may either be in person or via teleconference.
- 7.2 Canada will not accept any travel and/or living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

8. Language of Work

- 8.1 All communications with Public Safety Canada staff and the Canadian public must be performed in the official language (English or French) preferred by the employee/citizen.
- 8.2 All deliverables must be submitted in English and in electronic format to the PS Project Authority.
- 8.3 PS will arrange for the translation of Contractor-produced deliverables, as required.



PART 4 – STATEMENT OF WORK

9. Public Safety Canada Support

- 9.1 As required to perform the contract work and at the discretion of the PS Project Authority, PS will endeavour to provide the Contractor with:
- Relevant internal documentation; and
 - Provision of timely review, feedback on and approval of deliverables (approximately 5 – 10 business days unless otherwise specified).

IX. Bibliography

DIAND (January 1990). *Indian Policing Policy Review: Task Force Report*. Ottawa: Department of Indian Affairs and Northern Development.

Solicitor General (1992). *First Nations Policing Policy*. Ottawa: Solicitor General Canada.

Solicitor General (1996). *First Nations Policing Policy*. Ottawa: Solicitor General Canada.

Public Safety Canada (2015). Aboriginal policing data provided by the First Nations Policing Program, Public Safety Canada, as of April 3, 2015.



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 must 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.



PART 5 – EVALUATION CRITERIA

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

3 MANDATORY REQUIREMENTS

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

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

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



PART 5 – EVALUATION CRITERIA

Item	Mandatory Technical Criterion	Bidder's Response	
		MEETS	DOESN'T MEET
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" clause, Part 2 Article 4 of the Request for Proposal.	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
M2	<p>In their proposal the bidder must submit a detailed and up-to-date résumé for each of the proposed resources which clearly describes their role(s) on the project team and relevant project descriptions of the resource's work experience. The Bidder must clearly identify the project lead.</p> <p>The Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Full name of the individual proposed; • Education/Academic qualifications; • Languages • 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). <p>The Bidder shall bold-face or high-light the relevant areas in the resource's CV.</p>	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
M3	<p>The bidder must demonstrate that the project lead of the proposed project team has completed 10 projects during the last seven (7) years conducting qualitative and/or quantitative <u>research and analysis</u> in the area of law enforcement and policing.</p> <p>The Bidder must provide, at a minimum, the following information:</p> <ul style="list-style-type: none"> • Title of the project. • Name of the client or organization for which the project was completed. • A detailed summary of the project and how it relates to the field of law enforcement and policing. <p>The Bidder must complete the table found in Appendix 1 of Part 5.</p>	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>
M4	<p>The Bidder must demonstrate that it can offer services and conduct consultations as defined in the Statement of Work in both official languages.</p> <p>The Bidder must confirm (through an attestation) that a minimum of one of the proposed resources within the proposed team is able to speak, read and write English and French</p>	MEETS <input type="checkbox"/>	DOESN'T MEET <input type="checkbox"/>



PART 5 – EVALUATION CRITERIA

As per SACC manual clause 2003, the following definition applies for the purpose of the evaluation of mandatory criteria:

Definition of Bidder*

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

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 (50/80) or more of the rated technical criteria, the bidder’s proposal will be deemed non-compliant.

	Description of Criteria	Max Pts	Points Breakdown	Bidder's Response
<p>Note: Supporting data should be provided for all experience. Experience without sufficient supporting data will not be awarded points.</p> <p>The bidder should present the previous projects to demonstrate how they meet the following criteria in the order set out in the table below. Each previous project should be clearly described and should address, but not necessarily be limited to, the points that are subjected to the point-rated requirements. It is suggested that Bidders address these criteria in sufficient depth as the previous projects will be evaluated solely on their content.</p>				
R1	<p>The bidder <i>should</i> demonstrate* that its proposed team has a Publication Record based on quantitative and/or qualitative research in the area of law enforcement and policing. All publications must have been within the last 10 years.</p> <p>*To demonstrate this, the bidder <i>should</i> provide the following details including but not limited to:</p> <ul style="list-style-type: none"> • name of publication • date of publication • abstract <p>The Bidder <i>must</i> complete the table found in Appendix 1 of Part 5.</p>	30 points	<p>3 Points will be awarded per publication up to a maximum of 24 points.</p> <p>PLUS:</p> <p>Up to 6 additional points will be awarded if the bidder demonstrates that three (2 points per publication) of the publications were in peer reviewed academic journals in the area of First Nation law enforcement and policing.</p>	
R2	<p>Approach and Methodology –</p> <p>The bidder should outline the comprehensive approach and specific tasks proposed to complete</p>	30 points	<p>30 points Excellent methodology and approach that is <u>clear, complete with convincing</u> details on all 6 of the points below:</p>	



PART 5 – EVALUATION CRITERIA

	Description of Criteria	Max Pts	Points Breakdown	Bidder's Response
	<p>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 by the resource designated as Project Leader. This should include but is not limited to:</p> <ul style="list-style-type: none"> •Description of the proposed approach's methodology and its advantages and disadvantages. 		<ul style="list-style-type: none"> • Sampling: reason for the selection of the police administration data to be collected , and the stakeholders • Methods for comparison between the FNPP funded models • Literature review sources: primary and secondary • Non-academic sources of information to be used • Scope and limits of the literature review • Mitigation strategies <p>25 points Very Good methodology and approach that is <u>clear, complete with convincing</u> details on 5 out of 6 of the points listed below:</p> <ul style="list-style-type: none"> • Sampling: reason for the selection of the police administration data to be collected , and the stakeholders • Methods for comparison between the FNPP funded models • Literature review sources: primary and secondary • Non-academic sources of information to be used • Scope and limits of the literature review • Mitigation strategies <p>Mitigation strategies</p> <p>20 points Good methodology and approach that is <u>clear, complete with convincing</u> details on 4 out of 6 of the points listed below:</p> <ul style="list-style-type: none"> • Sampling: reason for the selection of the police administration data to be collected , and the stakeholders • Methods for comparison between the FNPP funded models • Literature review sources: primary and secondary • Non-academic sources of information to be used • Scope and limits of the literature review • Mitigation strategies <p>0 to 15 points Poor methodology and approach that is <u>incomplete with insufficient detail provided on 3 or less of the points listed below:</u></p>	



PART 5 – EVALUATION CRITERIA

	Description of Criteria	Max Pts	Points Breakdown	Bidder's Response
			<ul style="list-style-type: none"> • Sampling: reason for the selection of the police administration data to be collected , and the stakeholders • Methods for comparison between the FNPP funded models • Literature review sources: primary and secondary • Non-academic sources of information to be used • Scope and limits of the literature review • Mitigation strategies 	
R3	<p>Work plan</p> <p>The Bidder should submit a Work plan</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>	<p>Each element will be evaluated separately and points will be distributed per elements based on the point weight breakdown below.</p>	<p>8 pts. total R3A - Show's a logical organization of tasks to be completed and scheduling for the project as per the Statement of Work, including resources to be consulted.</p> <p>6 pts. total R3B - Where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task.</p> <p>6 pts. total R3C - Demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work.</p>	
	Subtotal for R3	20 points		
	<p>Point Weight Breakdown for EACH ELEMENT of R3</p> <p>EXCELLENT - (100% of points) - The work plan has fully addressed this element in detail.</p> <p>GOOD/ ACCEPTABLE - (75% 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>			
	Maximum points		80 points	
	Minimum required points		50 points	



PART 5 – EVALUATION CRITERIA

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

- 5.1 To be declared responsive, a bid must:
- (a) comply with all the requirements of the bid solicitation;
 - (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum number of points specified in Article 4 for the point rated technical criteria.
- 5.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 5.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **PSi = LP / Pi x 30**. Pi 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): **TMSi = OSi x 70**. OSi 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: **CRi = PSi + TMSi**
- 5.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Article 1.2 will be recommended for award of a contract.
- 5.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

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



PART 5 – EVALUATION CRITERIA

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



PART 5 – EVALUATION CRITERIA

6. FINANCIAL PROPOSAL

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)

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
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>		_____ %	



PART 5 – EVALUATION CRITERIA

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>		_____%	

6.1.5 TOTAL

Professional Services CEILING PRICE (Table 1)	\$
Direct Expenses (Table 2)	\$
Subcontracts (Table 3)	\$
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 **MUST** use the following template to demonstrate how they meet the requirements for M3 and R1.

TEMPLATE for PROJECTS

One table must be used PER project or publication.

PROJECT

PUBLICATION

Publication – defined as independent, peer-reviewed journals, academic publications and/or government reports. Publications maybe scientific working paper or technical reports published through a recognized university, government or non-governmental institution or organization. Blog or non-academic website postings will not be considered publications.

Projects – Defined as a paid contract or assignment where a resource was contracted or hired for a period of not less than three (3) months to complete set deliverables.

Project/Publication Title	Project Start	Project End	Duration
Client Organization	Reference Name	Telephone	Email
Project/Publication Objective	Resource (Author) Name and Role		
Details of Publication: Where published, published date, details of publishing organization.	Resource Involvement		
	Start (mmm-yy)	End (mmm-yy)	
Abstract of the content as it relates to the criteria / Description of the resources work in the project and description of how 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 201600852** 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.



PART 6 - CERTIFICATIONS

2. Certifications Precedent to Contract Award

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

2.1 CERTIFICATION 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)



PART 6 - CERTIFICATIONS

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

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

AVAILABILITY AND STATUS OF PERSONNEL

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

Signature of Proposed Personnel

Date

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

Signature

Date

2.5 CERTIFICATION 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.



PART 6 - CERTIFICATIONS

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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.



PART 6 - CERTIFICATIONS

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

2.6 Basis for Canada's Ownership of Intellectual Property

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

The Bidder concurs with the foregoing.

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date



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 **201600852**

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 – (2015-07-03), 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 August 31, 2016.**



PART 7 – RESULTING CONTRACT CLAUSES

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

Tel: 613-990-2614
Fax: 613-954-1871
Email: denise.desserud@canada.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.



PART 7 – RESULTING CONTRACT CLAUSES

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 – Ceiling Price

In consideration of the Contractor satisfactorily completing all of its obligations under this contract, 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



PART 7 – RESULTING CONTRACT CLAUSES

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	(2007-05-25)	Limitation of Price
A9014C	(2006-06-16)	Specific person(s)

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.
- 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
PS.InvoiceProcessing-TraitementDesFactures.SP@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.)



PART 7 – RESULTING CONTRACT CLAUSES

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 Supplemental General Conditions A9014C (2006-06-16) Personne(s) identifiée(s)
- (d) the General Conditions 2035 – (2015-07-03), General Conditions - Higher Complexity – Services
- (e) Annex “A”, Statement of Work;
- (f) Annex “B”, Basis of Payment
- (g) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*) in response to RFP **201600852**

13. Work Permit and Licenses

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

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

14. Conflict of Interest

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

15. Conflict of Interest- Other Work

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

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



PART 7 – RESULTING CONTRACT CLAUSES

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 documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

17. International Sanctions

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

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

17.2. It is a condition of this Contract that the Consultant not supply to the Government of Canada any goods or services which are subject to economic sanctions.

17.3. By law, the Consultant must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Consultant, the situation will be treated by the Parties as a force majeure. The Consultant shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.



PART 7 – RESULTING CONTRACT CLAUSES

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.