

# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Public Safety and Emergency Preparedness

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: Office of the Correctional Investigator 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.

Solicitation No. – N° de l'invitation 201802374	Date 2017-10-31
Solicitation Closes – L'invitation p At – à 02:00 PM On – le 2017-12-11	prend fin Time Zone Fuseau horaire
	EDT
See Herein  Address Enquiries to: - Adresser  Denise Desserud	toutes questions à:
<b>Telephone No. – N° de telephone</b> (613) 990-2614	FAX No. – N° de FAX (613) 954-1871
Destination – of Goods, Services	
<b>Destination – des biens, services</b> Office of the Correctional Investigator P.O. Box 3421 Station "D" Ottawa ON K1P 6L4	et construction:
Security – Sécurité Secret	

# Offre au: Bureau de l'enquêteur correctionnel 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 <u>WAIT</u> 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

on behalf of The Correctional Investigator Canada 269 Laurier Avenue West 13<sup>th</sup> Floor, Office 13B-37 Ottawa, Ontario K1A 0P8 Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

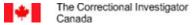
Telephone No. – N° de telephone Facsimile No. – N° de télécopieur

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



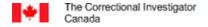


# PROPOSAL TO THE OFFICE OF THE CORRECTIONAL INVESTIGATOR CANADA **VENDOR INFORMATION AND AUTHORIZATION**

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 be	
Print Name:	Title:
Signature:	Date:
Central Point of Contact	
The Vendor has designated the following individual as to the proposed contract, including the provision of all	
Name and Title:	
Telephone:	Fax:
Email:	

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





## **PART 1 – GENERAL INFORMATION**

## 1. INTRODUCTION

The Request for Proposals (RFP) template is divided into six parts:

- (i) Part 1, General Information; provides a general description of the requirement
- (ii) Part 2, Bidder Instructions and Conditions; provides the instructions applicable to the clauses and conditions of the RFP and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the RFP
- (iii) Part 3, Proposal Preparation Instructions and Evaluation Procedures; provides bidders with instructions on how to prepare their offer to address the evaluation criteria specified;
- (iv) Part 4, Evaluation Criteria and Basis of Selection; indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the proposal, the security requirement, if applicable, and the basis of selection;
- (v) Part 5, Certifications, includes the certifications to be provided; and,
- (vi) Part 6, Resulting Contract Clauses; includes the clauses and conditions which will apply to the contract.

The requirement is subject to the provisions of the Agreement on Internal Trade, Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, Canada-Peru Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Honduras Free Trade Agreement, North America Free Trade Agreement, and World Trade Organization Agreement on Government Procurement.

# 2. <u>DEFINITIONS</u>

A "**Request for Proposals**" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "**Bidder**" refers to the potential Supplier submitting a proposal or bid. The Bidder submitting a proposal may, however consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidder's compliance with the Mandatory Requirements.

Wherever the words "proposal" or "bid" appear in this document, each shall be taken to mean the same as the other.

The Mandatory Requirements of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", "SHALL", "WILL", "IT IS REQUIRED", and "REQUIRED". If a Mandatory Requirement is not complied with, the proposal will be considered **non-responsive** and will not receive any further consideration. In the context of this RFP, Non-Responsive and Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

# 3. Requirement Summary

Office of the Correctional Investigator has a requirement for a senior Access to Information and Privacy Consultant for the review, analysis and processing of ATIP requests.

# 4. Terms and Conditions of the resulting Contract

The general terms and conditions and clauses contained in Part 6 form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.





# **PART 1 – GENERAL INFORMATION**

#### 5. Period of Work

The period of the Contract is from April 1, 2018 to March 31, 2019.

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract for up to three (3) one (1) year periods. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

# 6. Contracting Authority

Denise Desserud
Senior Contracting and Procurement Officer
Public Safety Canada
On behalf of the Office of the Correctional Investigator Canada
269 Laurier Avenue West, 13<sup>th</sup> Floor
Ottawa, Ontario K1A 0P9
Tel: 613-990-2614

Email: ps.contractunit-unitedecontrats.sp@canada.ca

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

# 7. 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.

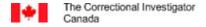
# 8. Improvement of Requirement During Solicitation Period

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.

# 9. 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.





# 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 <u>request for a time extension</u> 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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all</a>

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.

<u>The standard instructions and conditions 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements</u> 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 Office of the Correctional Investigator 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

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 \$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 <a href="www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.





# 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 5 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.

<u>Prices must appear in the financial offer only.</u> 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 <u>Policy on Green Procurement</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html</a>). 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 in **Annex A of Part 6**, and how the requirements of **Part 4 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 4** to this solicitation.
- 1.3 Section 3: Certifications (Part 5): one (1) copy

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





# PART 3 - PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

## 2. Submission of Proposals

Your proposal is to be addressed as follows and <u>must be received on or before 2:00 PM EDT,</u>
<u>December 11, 2017).</u> Please ensure that all envelopes/boxes, etc are marked URGENT.

Denise Desserud
Contracting and Procurement Unit
Public Safety Canada
on behalf of the Office of the Correctional Investigator Canada
340 Laurier Avenue West, 1st Floor Mailroom
Ottawa, Ontario, K1A 0P9

Tel: 613-990-2614 Fax: 613-954-1871

Email: ps.contractunit-unitedecontrats.sp@canada.ca

All by hand deliveries <u>must</u> be made to the mailroom located on the ground floor at 340 Laurier Avenue West, Ottawa. <u>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</u>

## 3. Evaluation Procedures:

Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in Part 4.

- (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 may be 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 4.





#### 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.

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

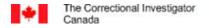
# 3 MANDATORY REQUIREMENTS

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.

Bidders are advised that they may only propose the required number of resources identified in the Mandatory Criterion for each category. If a Bidder proposes more than the required number of resources, resources will be evaluated alphabetically by last name of the resource with consideration





only given to the required number of resources unless another order of preference is provided by the Bidder. Additional resources proposed by the bidder will neither be considered nor evaluated.

The Bidder must provide sufficient detail to clearly demonstrate <u>how</u> 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	Mandatory Technical Criterion	Bidder's Response	
M1	The Bidder must submit a signed proposal indicating their acceptance of all the terms and conditions, as per the clause "Acceptance of Terms and Conditions" clause, Part 2 Article 4 of the Request for Proposal	MEETS	DOESN'T MEET
M2	The Bidder must propose one resource, provide the full name and provide a detailed résumé which clearly describes relevant project descriptions of the resource's work experience.  The Bidder should provide the following information:  • Education/Academic qualifications; • Confirmation that the resource is bilingual; • 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.  The Bidder shall bold-face or high-light the relevant areas in the resource's résumé.	MEETS	DOESN'T MEET
M3	The Bidder must demonstrate that the proposed resource has a minimum of ten (10) years experience within the last fifteen (15) years processing ATIP requests pursuant to the ATI and Privacy Acts in a criminal justice environment.  * Processing ATIP Request pursuant to the ATI and Privacy Acts is defined as the management of all aspects of the ATIP process including analyzing, examining, reviewing, providing, advice and formulating responses.  In order to demonstrate this, the Bidder must provide the following information:  - Project start and end date (mm-yy to mm-yy) - Client Organization - Resource role and responsibilities - Services provided/activities performed	MEETS	DOESN'T MEET
M4	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years experience within the last ten (10) years in a senior role overseeing* the processing of ATIP requests.  *"overseeing" is defined as managing the ATIP process ensuring compliance to the laws by supervising others who are responding to ATIP requests.	MEETS	DOESN'T MEET



Item	Mandatory Technical Criterion	Bidder's R	esponse
	In order to demonstrate this, the Bidder must provide the following information:		
	<ul> <li>Project start and end date (mm-yy to mm-yy)</li> <li>Client Organization</li> <li>Resource role and responsibilities</li> <li>Services provided/activities performed</li> </ul>		
M5	The bidder must demonstrate that the proposed resource has experience processing* ATIP requests in both official languages by demonstrating specific examples of ATIP Requests that were processed in:  - English - French.	MEETS	DOESN'T MEET
	* Processing ATIP Request pursuant to the ATI and Privacy Acts is defined as the management of all aspects of the ATIP process including analyzing, examining, reviewing, providing, advice and formulating responses.		
	In order to demonstrate experience, Bidders must provide the following information:		
	<ul> <li>Copy of the original request</li> <li>Copy of the response prepared by the proposed resource</li> <li>Project start and end date (mm-yy to mm-yy)</li> <li>Client Organization</li> <li>Resource role and responsibilities</li> <li>Services provided/activities performed</li> <li>Confirmation of language in which the request was processed</li> </ul>		

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.



## 4. Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section. The Bidder must obtain a minimum overall mark of 26/45 points based on the technical score of the proposed resource.

The Bidder must provide all relevant details for each project listed

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

Technical proposals will be evaluated and scored in accordance with the following evaluation criteria.

# NOTE: If the proposed resource does not score (26/45) or more of the rated technical criteria, the bidder's proposal will be deemed non-compliant.

Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance

Note: LISTING EXPERIENCE WITHOUT PROVIDING ANY SUPPORTING DATA TO DESCRIBE WHERE AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE EXPERIENCE NOT BEING INCLUDED FOR EVALUATION PURPOSES.

The bidder should present the previous projects for the proposed resource, in the order set out in the table below. Each previous project should be clearly described and should address, 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.

The following criteria will apply to the proposed resource



Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
R1	The Bidder should	3 points per project	15 points	•
	demonstrate that the	up to a maximum of		
	proposed resource has	15 points		
	experience working on			
	projects where they were			
	required to develop training			
	curriculum and/or deliver			
	training sessions related to			
	ATI and Privacy Acts.			
	In order to demonstrate			
	this, the Bidder must			
	provide the following			
	information:			
	- Project start and end			
	date			
	(mm-yy to mm-yy)			
	- Client Organization			
	- Resource role and			
	responsibilities			
	- Services			
	provided/activities			
	performed			
	- Copy of training tools,			
	presentation, manuals			
	or guides etc.			
R2	The Bidder should provide	A minimum of 2	30 points	
	a minimum of two (2) and a	References		
	maximum of four (4)	received.		
	references for the			
	proposed resource	<ul> <li>Satisfaction of</li> </ul>		
	including:	services		
		rendered (10		
		points)		
	■ Name			
	■ Email	Ability to work		
	<ul> <li>Position</li> </ul>	independently		
	<ul><li>Current telephone</li><li>#</li></ul>	(5 points)		
	■ Name of	Objectives		
	Organization	met (5 points)		
	Role in	met (5 points)		
	Organization	Deadlines		
		met (10		
	A minimum of two (2) of	points)		
	the references provided	μοιπιο)		
	will be chosen and			
	contacted at random.	Note: The total		
		points awarded		
	The references provided			
	The references provided	for each reference		



Item	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
	must be able to confirm	will be added and		
	that the services rendered	divided by two to		
	and the projects completed	obtain an average		
	by the Bidder's proposed	score		
	resource were fully			
	satisfactory.	Example:		
	The second second second second			
	The responses provided	Reference 1 – 25		
	will be evaluated.	points		
		Reference 2 – 30		
	Bidders should carefully	points		
	review Article A below			
	entitled "references"	Score awarded:		
		27.5 points		
Total	maximum technical points		45 points	
Minim	um required points		26 points	

## A. REFERENCES:

The Bidder should note that the following restrictions apply to references:

- The references must all be from different organizations.
- Not more than three (3) messages will be left for a reference requesting a response
- As indicated in R2, the minimum number of references is 2 and maximum is 4. A minimum of two references will be sought. If contact cannot be made with a reference within two weeks of bid closing, the reference will be considered non-valid. If additional references are provided the next reference will be contacted and so on until the list of references is exhausted.
- If a reference is no longer at the organization that is listed, an alternate reference at the organization will NOT be sought.
- The client may ask the reference for an additional contact to confirm and/or validate the information presented.

Reference checks will be conducted in writing, by e-mail. Public Safety will send an e-mail reference check requests to contacts supplied by all the Bidders on the same day. Points will not be awarded unless two responses are received within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Crown references will be accepted.



# 5. BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT (60%) AND PRICE (40%)

- 5.1. To be declared responsive, an offer must:
  - (a) comply with all the requirements of the bid solicitation; and,
  - (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 40.** Pi is the evaluated price (P) of each responsive bid (i).
- A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **TMSi = OSi x 60.** 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.
- 5.7 The table below illustrates an example where the selection of the contractor is determined by a 60/40 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	86	90	79		
Score					
Bid Evaluated	C\$60,000	C\$55,000	C\$50,000*		
Price					
Calculations	Technical Merit Points	Price Points	Total Score		
Offeror 1	86 / 100 x 60 = 54.60	50,000* / 60,000 x 40 = 33.33	84.93		
Offeror 2	90 / 100 x 60 = 54.00	50,000* / 55,000 x 40 = 36.36	90.36		
Offeror 2	90 / 100 x 60 = 54.00	50,000* / 55,000 x 40 = 36.36	90.36		

<sup>\*</sup> represents the lowest evaluated price. In this example above, Bidder 2 is the Bidder that has obtained the highest combined rating of Technical Merit and Price.



# 6. FINANCIAL PROPOSAL

The Bidder should complete this pricing schedule and include it in its financial bid. The Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all inclusive fixed per-diem rate for the resource identified.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the <u>National Capital Act</u>, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

\*The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data. The volumetric data will be used for evaluation purposes only.

The Bidder must complete the following tables and supply the per diem rate in Canadian dollars that will be applicable to the proposed resource for each year of the contract.

# 6.1 Pricing Schedule

6.1.1 Initial Contract Period (April 1, 2018 to March 31, 2019)

	TABLE 1		
Proposed Resource	Level of	Firm hourly all-	Total
Name	Effort*	inclusive rate	
	400 hours		
Total Limitation of expenditure			

6.1.2 First Optional Period (April 1, 2019 to March 31, 2020)

	TABLE 2		
Proposed Resource	Level of	Firm hourly all-	Total
Name	Effort*	inclusive rate	
	400 hours		
Total Limitation of expenditure			

5.1.3 Second Optional Period (April 1, 2020 to March 31, 2021)

	TABLE 3		
Proposed Resource Name	Level of Effort*	Firm hourly all- inclusive rate	Total
	400 hours		
Total Limitation of expenditure			



6.1.4 Third Optional Period (April 1, 2021 to March 31, 2022)

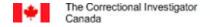
	TABLE 4		
Proposed Resource Name	Level of Effort*	Firm hourly all- inclusive rate	Total
T MALE	400 hours	111010011011000	
Total Limitation of expenditure			

# **6.2.** Total

Total (Sum of Tables 1 to 4)	\$
------------------------------	----

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.





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 5, 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 201802374** 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):
Γitle:
Signature:
Γelephone 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 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**

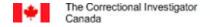
## **CERTIFICATION OF EDUCATION / EXPERIENCE:**

"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) This section is to be completed only if bidder is proposing any person in fulfillment of this requirement 2.2.2 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 (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

2.3 **CERTIFICATION 4- Federal Contractors Program for Employment Equity - Bid Certification** 

Date





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" list (http://publiservice.gc.ca/services/fcp-pcf/index\_f.htm) available from <a href="Human Resources and Skills">Human Resources and Skills</a> 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

ors in the preparation of this solicitation.
ect to which any such Bidder or any of its
r directly involved will be deemed to be in
Bidder represents and certifies that is has not
contractor or from any other company or
n the definition of the technical requirement.
rest as stated above.
Date

## 2.5 CERTIFICATION 6 – FORMER PUBLIC SERVANT

## **Former Public Servant Certification**

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

## **Definitions**

For the purposes of this clause,

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

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

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

"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.

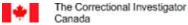
# STATEMENT:

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





# 2.6 CERTIFICATION 7 – 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 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	



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 201802374

# 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 – (2016-04-04), 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 the Office of the Correctional Investigator Canada or its Minister

#### 2.2 SACC Clauses

4007 (2018-08-16) – Canada to own Intellectual Property Rights in Foreground Information A9117C (2007-11-30), T1204 – Direct Request by Customer Department A9014C (2006-06-16) – Instructions to Bidders/Contractors – Specific Persons

# 3. Security Requirement

- 3.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET** as required, granted or approved by CISD/PWGSC.
- 3.3 The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 3.5 The Contractor/Offeror must comply with the provisions of the:
  - 3.5.1 Security Requirements Check List, attached at Annex C;
  - 3.5.2 *Industrial Security Manual* (Latest Edition).

#### 4. Term of Contract

# 4.1 Period of Contract

The period of the Contract is for a one (1) year period from April 1, 2018 to March 31, 2019.



# 4.2 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract for two (3) one (1) year periods. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## 5. Authorities

# 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Denise Desserud Senior Contracting Officer Public Safety Canada on behalf of the Office of the Correctional Investigator 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.



# 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 – Limitation of expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_\_. Customs duties included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. our (4) months before the contract expiry date, or
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 7. Invoicing Instructions

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

Additional Invoicing Instructions.

An invoice for a payment cannot be submitted until all Work identified on the invoice is completed.

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;



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

cc: melyne.gagne@oci-bec.gc.ca

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

### 8. 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.

# 9. Applicable Laws

The	Contract	must be	interpreted	d and	d gove	erned,	and	d the re	latio	ns betw	een	the partie	s d	eterm	nined, b	y t	he 1	aws	in
force	in		(Insert	the	name	of th	e pi	rovince	or	territory	v as	specified	by	the	Bidder	in	its	bid,	if
appli	icable.)																		

# 10. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the General Conditions 2035 (2016-04-04), General Conditions Higher Complexity Services
- (c) Supplemental General Conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information
- (d) SACC A9117C, T1204 Direct Request by Customer Department (2007-11-30)
- (e) SACC A9014C, Instructions to Bidders/Contractors Specific Persons (2006-06-16)
- (f) Annex "A", Statement of Work;
- (g) Annex "B", Basis of Payment
- (h) the Contractor's bid dated \_\_\_\_\_ (insert date of bid), as amended\_\_\_\_\_ (insert date(s) of amendment(s) if applicable) in response to RFP 201802374

## 11. 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.



# 12 Joint venture

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

# 13 Specific Person

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

#### 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.

Neither the Contractor nor the resource provided shall have any commercial interest in the COSPAS-SARSAT Programme. This includes, but is not limited to, any affiliation with any vendor providing any commercial input, hardware or software to the maintenance and/ or development of the Space, Ground or Beacon segments.

#### 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.

#### 17. International Sanctions

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

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.

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

Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the work:

- a. Client department's premises;
- b. Client department's computer systems;
- c. Documentation; and
- d. Personnel for consultation.

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



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.



# 1. TITLE

Senior Access to Information and Privacy Consultant for the review, analysis and processing of ATIP requests.

# 2. OBJECTIVE

The Office of the Correctional Investigator (OCI) requires the services of a Consultant to process ATIP requests on an <u>"as and when required\*"</u> basis. The organization does not have its own in-house dedicated resource(s) to process these requests.

\* As and when required means that the Contractor's services will be required for a period not to exceed 400 hours per year, approximately (53 days) to perform services in accordance with, and as described in the Statement of Work.

# 3. BACKGROUND

Access to Information and Privacy (ATIP) legislation (including the *Access to Information Act* and the *Privacy* Act) provides Canadian citizens as well as individuals and corporations present in Canada the right to access information and records under the control of a government institution. In particular, the *Access to Information Act* (the Act) ensures that any requested information, which is not exempt or excluded, will be provided to the requester.

Each federal government department or agency, listed in Schedule I of the Act, has an Access to Information (ATI) Office/Component. Individuals seeking to obtain federal government records must send a written request to the government institution that has control of the information sought. In general, the department or agency that receives the request has 30 days to provide the applicant with a response. The 30-day timeline may only be extended under clearly defined legislated reasons, such as for conducting consultation with other institutions, governments or third parties.

Upon completion of the legislated time limits, the department or agency must provide the complete response to the information request. Failure to adhere to the timelines would place the government institution in a "Deemed Refusal" position and subject to a complaint with the Information Commissioner of Canada or the Privacy Commissioner of Canada. Complaints may also be lodged for other reasons, such as information withheld, fees, extension of timeline limits, etc.

In the event of a complaint being lodged with the Information Commissioner of Canada or the Privacy Commissioner of Canada, an investigation as to the cause and remedy of the complaint will be conducted within the Office of the Correctional Investigator. The ATIP consultant would be involved in this process.

# 4. TASKS

OCI requires an ATIP Consultant on an "as and when required" basis to review, analyse and process ATIP requests. In the conduct of these tasks the proposed resource must perform the following activities:

- 4.1 Receive and assess eligibility of ATIP requests;
- 4.2 The Project Authority will notify the Contractor when ATIP requests are received. Following notification of receipt of an ATIP request the Contractor must communicate with Project Authority to acknowledge receipt of ATIP request within 1 to 3 working days;
- 4.3 In all cases, the ATIP response must be initiated and completed within 30 days of receipt of ATIP request unless an extension is requested;



- 4.4 Recommend extensions to response time as required; should exceptions in response time be required the Contractor must discuss with and seek approval from the Project Authority;
- 4.5 Send an e-mail announcement/request to all staff seeking confirmation that documents are not held in their possession;
- 4.6 Gather information from multiple sources: Case Management Tool, Shared Drives, Files Room and staff members;
- 4.7 Perform a thorough review of documents;
- 4.8 Analyse information in documents according to the *Access to Information* and *Privacy Acts* (ATIP);
- 4.9 Prepare information package for release (this involves tasks such as photocopying, assembly of documents and formatting);
- 4.10 Recommend exemptions and exclusions as applicable pursuant to the Acts by highlighting information and quoting relevant sections of the Acts;
- 4.11 Recommend consultations as required;
- 4.12 Identify any non-relevant information to the request;
- 4.13 Identify any missing documents (i.e. missing attachments, missing letter being referred to, etc...);
- 4.14 Provide any comment/advice that may be useful to the Office of the Correctional Investigator when reviewing the documents;
- 4.15 Prepare a recommendations sheet (document log) for the request;
- 4.16 Verify fee determination of ATIP requests;
- 4.17 Maintain a tracking system for all requests under both Acts;
- 4.18 Gather and compile statistical data for the Annual Report to Parliament and for reports to the Treasury Board Secretariat;
- 4.19 Prepare and provide advice for the Annual Report to Parliament;
- 4.20 Prepare and provide advice for the annual Info-Source Update;
- 4.21 Draft responses and letters of decision relative to the Acts and/or the processing of requests;
- 4.22 Review and analyze records in both official languages;
- 4.23 Using Access Pro, mask text/information not to be released;
- 4.24 Respond and request consultations from other GoC departments and other organizations, as required;
- 4.25 Respond to staff requests for information relative to the Acts and/or the processing of requests;



- 4.26 Develop curriculum and provide ATIP awareness sessions and training to staff when required;
- 4.27 Represent the OCI with the Office of the Information and Privacy Commissioners in relation to a complaint;
- 4.28 Participate in and provide information and advice in support of systemic investigations that have a privacy or access component;
- 4.29 Edit videos and sound (masking) prior to consultation and release to the requestor;
- 4.30 Prepare correspondence, notes, internal and external consultation letters and material required in the ATIP review'
- 4.31 Perform or provide all administrative support to the ATIP process; and
- 4.32 Maintain a tracking system for all ATIP requests which consists of date of request, tracking number, to whom the file was sent, follow-up date and date completed. This is to be done for each request in order to ensure it is completed within legislated timeframes.

# 5. <u>DELIVERABLES</u>

The Contractor must produce the following deliverable on an "as and when required" basis:

- 5.1 ATIP responses and letters of decisions
- 5.2 Announcement/requests
- 5.3 Information packages for release
- 5.4 Statistical data
- 5.5 Tracking system
- 5.6 Annual Report to Parliament
- 5.7 Annual Info-Source Update
- 5.8 Curriculum for awareness sessions

All deliverables must be submitted in draft form at least two (2) days before the delivery date to allow input by the Project Authority. The Contractor may be required to submit revised drafts with required changes. Deliverables will only be considered final upon written confirmation by the Project Authority.

# 6. APPROACH

- 6.1 Research and review relevant materials, set up a review file in chronological order and identify exemptions/exclusions pursuant to the Acts, mask text and make recommendations;
- Work closely with and brief the Coordinator, Access to Information and Privacy to ensure he is aware of any issues relevant to the request; and



6.3 Work in collaboration with all staff members with a view to ensuring all relevant documents are located and assessed prior to release.

# 7. <u>LEVEL OF EFFORT</u>

The proposed resource must be available on an <u>"as needed, as required \*"</u> basis for a period not to exceed 400 hours per year, approximately (53 days).

# 8. <u>LANGUAGE OF WORK</u>

It will be the Contractor's responsibility to provide services <u>fluently</u> in both official languages as and when requested both orally and in writing. The Contractor must be capable of providing the training and awareness session and responding to staff in both official languages as and when required. The Contractor shall process ATIP requests in the official language of their choice but must be able to review written documentation in either official language.

OCI will arrange for the translation of Contractor-produced deliverables, as required.

# 9. LOCATION OF WORK

The contractor shall perform all **work on-site** at an office provided by the Office of the Correctional Investigator.

## 10. OCI SUPPORT

As required to perform the contract work and at the discretion of the Project Authority, OCI will endeavous to provide Contractor personnel with:

- Relevant internal documentation
- Office space when on site at OCI's facilities in Ottawa
- Scheduled access to departmental stakeholders, and
- Provision of timely review, feedback on and approval of deliverables (approximately 5-10 business days unless otherwise specified).



# **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:

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

## 2 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the period, 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.

# 3. Payment Period

- 3.1. 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.
- 3.2. 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.

# 4. GOOD AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

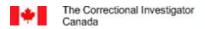
The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.





Government of Canada	nt Gouver			Contract Number / Numéro du co	ntrat
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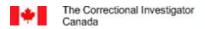
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PART D - AUTHORIZATION / PAR 3. Organization Project Authority / lame (print) - Nom (en lettres mou	Chargé de projet de l'orç			Signature	
Manuel Marques		Director, Cor	porate Services and Planning	M	
Felephone No N° de téléphone 613-991-9002	Facsimile No No de 613-990-0563	télécopieur	E-mail address - Adresse co manuel.marques@oci-bec.g		Date TULY 25, 2017
<ol> <li>Organization Security Authority lame (print) - Nom (en lettres mou</li> </ol>		urité de l'organi Title - Titre	sme	Signature	22.6
Mélyne Gagné		Chief, Admir	nistrative Services	10	111/6
Felephone No N° de téléphone 613-990-2694	Facsimile No N° de 613-990-0563		E-mail address - Adresse co melyne.gagne@oci-bec.gc.c		Date 27/17
<ol> <li>Are there additional instructions Des instructions supplémentaire</li> </ol>	s (e.g. Security Guide, Se es (p. ex. Guide de sécur	curity Classifica Ité, Guide de cl	ation Guide) attached? lassification de la sécurité) so	nt-elles jointe	s? No Y
6. Procurement Officer / Agent d'a	pprovisionnement				
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