



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: **Jennifer Yee**

**AMENDMENT #1
REQUEST FOR PROPOSAL**

**MODIFICATION NO. 1
Demande de proposition**

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 WHO HAVE THEIR PROPOSALS
HANDDELIVERED TO THE MAILROOM MUST
WAIT TO HAVE THEIR PROPOSALS TIME AND
DATE STAMPED. THE ENTRANCE IS ON
GLOUCESTER AT SHIPPING DOOR, BEHIND THE
BUILDING.**

**LES SOUMISSIONNAIRES QUI LIVRENT LEURS
PROPOSITIONS EN MAINS PROPRES À LA
SALLE DU COURRIER DOIVENT ATTENDRE QUE
LEURS PROPOSITIONS SOIENT HORODATÉES.
L'ENTRÉE SE TROUVE SUR LA RUE
GLOUCESTER À LA PORTE D'EXPÉDITION,
DERRIÈRE L'IMMEUBLE**

**Instructions: See Herein
Instructions: Voir aux présentes**

Issuing Office – Bureau de distribution
Public Safety and Emergency Preparedness Canada
Contracting and Procurement Section
269 Laurier Avenue West
Ottawa ON K1A 0P8

Title – Sujet AMENDMENT #1 - Youth Gang and Community Violence Training	
Solicitation No. – N° de l'invitation 201804099	Date 2018-01-09
Solicitation Closes – L'invitation prend fin At – à 02:00 PM On – le January 29	Time Zone Fuseau horaire EST
Delivery Required – Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Jennifer Yee	
Telephone No. – N° de telephone (613) 998-9823	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 _____

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This amendment is raised to modify the following terms and conditions:

DELETE Part 1, General Information, in its entirety and replay with the following:

1. Requirement Summary

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

2. Requirement Reserved for Aboriginal Business

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

3. 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.

4. Period of Work

The period of the Contract is from date of contract award to **August 31, 2018**.

5. Contracting Authority

Jennifer Yee
Contracting and Procurement Officer
Public Safety Canada
269 Laurier Avenue West, 13th Floor
Ottawa, Ontario K1A 0P9
Tel: 613-998-9823
Fax: 613-954-1871
Email: ps.contractunit-unitedecontrats.sp@canada.ca

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

6. 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.

7. 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;



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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.

10. Security

There is no security requirement identified.

DELETE Section 1. Certification Require with Bid, in PART 6 – CERTICIATION, in its entirety and replace with the following:

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 201804099 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: _____



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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.

1.3 CERTIFICATION 1C Set Aside Program for Aboriginal Business

1.3.1 This procurement is set aside for Aboriginal business under the federal government's Set-Aside Program for Aboriginal Business. Bidders must complete and sign the certification entitled: "Certification Requirements for the Set-Aside Program for Aboriginal Business" included in **Attachment 1 to Part 6**.

1.3.2 By executing the certification, the Bidder warrants that it is an Aboriginal business as defined in the Set-Aside Program for Aboriginal Business.

INSERT ATTACHEMENT 1 to PART 6 – REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

Who is eligible?

An **Aboriginal business**, which can be:

- a band as defined by the Indian Act
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A **joint venture** consisting of two or more Aboriginal businesses or an Aboriginal business and (a) non-Aboriginal business(es), provided that the Aboriginal business(es) has (have) at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting its bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the period of any contract resulting from the bid.

The Bidder must certify in its bid that it is an Aboriginal business or a joint venture constituted as described above.

Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business? - Yes.

- In respect of a requirement (goods, services or construction), on which a Bidder is submitting a bid which involves subcontracting, the Bidder must certify in its bid that at least thirty-three



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percent of the value of the work performed under any contract resulting from the bid will be undertaken either directly by the Aboriginal business acting as the prime contractor or subcontracted with one or more Aboriginal business(es). "Value of the work performed under any contract resulting from the bid" is considered to be the total value of any such contract less the value of any materials directly purchased by the contractor for the performance of any such contract. Therefore, the Bidder must notify and, where applicable, bind the subcontractor(s) in writing, with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor(s).

- The Bidder's contract with a subcontractor must also include, where applicable, a provision in which the subcontractor agrees to provide the Bidder with information substantiating its compliance with the Program and authorizes the Bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the Bidder to exact or enforce such a provision will be declared a breach of any contract resulting from the bid and will be subject to the civil consequences referred to in this document.

- The Bidder must submit as part of its bid the certification entitled: "Certification Requirements for the Set-Aside Program for Aboriginal Business", duly completed and signed, stating that it:
 - (i) meets the requirements of the Program and will continue to do so throughout the period of any contract resulting from the bid;
 - (ii) will, upon request, provide evidence that it meets the eligibility criteria;
 - (iii) is willing to be audited regarding the certification; and
 - (iv) acknowledges that if it is found **NOT** to meet the eligibility criteria, the Bidder must be subject to one or more of the civil consequences set out in the certification and in any contract resulting from the bid.

The certification is included at the end of this Attachment.

How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the Aboriginal business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; forfeiture of the holdback; disqualification of the business from participating in future bid solicitations under the Program; and/or termination of any contract resulting from the bid. In the event that any such contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, or failure to produce satisfactory evidence to Canada regarding the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

What evidence may be required from the business?

Ownership and control

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents; shareholders' or members' register; partnership agreements; joint venture



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agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Co-operatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
- Tax returns to identify ownership and business history
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non-cash capital contributions
- Contracts with owners, officers and employees to be fair and reasonable
- Stockholder authority, i.e. appointments of officers, directors, auditors
- Trust agreements made between parties to influence ownership and control decisions
- Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership
- Transfer pricing from non-Aboriginal joint venture
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreement.

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, it must, upon request by Canada, immediately provide a duly completed Owner/Employee Certification Form for each full-time employee who is Aboriginal. The form is included at the end of this Attachment.

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this Program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and



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sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification Form to be duly completed by each owner and full-time employee who is Aboriginal must state that the person meets the eligibility criteria of the Program and that the information supplied is true and complete. This certification must provide the person's consent to the verification of the information submitted.

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of any contract resulting from the bid) is the same as evidence that a prime contractor is an Aboriginal business.

Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada;
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
- acceptance as an Aboriginal person by an established Aboriginal community in Canada;
- enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
- membership or entitlement to membership in a group with an accepted comprehensive claim.

Evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Economic Development Program Directorate in the Department of Indigenous and Northern Affairs Canada at (819) 956-9836 or 1 (800) 400-7677 or fax (819) 956-9837.

Certification Requirements for the Set-Aside Program for Aboriginal Business

Bidders must submit this certification duly completed and signed as part of their bid.

1. (i) I, _____ (Name of the duly authorized representative of the business) hereby certify that _____ (Name of the business) meets, and will continue to meet throughout the period of any contract resulting from the bid, the requirements for the Set-Aside Program for Aboriginal Business set out in the document entitled: "Requirements for the Set-Aside Program for Aboriginal Business", which document is included in the bid solicitation as **Attachment 1 to Part 6**, and which document I have read and understand.



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- (ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to any contract resulting from the bid must, if required, satisfy the requirements for this Program, as set out in the document entitled: "Requirements for the Set-Aside Program for Aboriginal Business".
- (iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with the requirements of this Program.

2. Bidders must check one of the two boxes below:

- (i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- (ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business.

3. Bidders must check one of the two boxes below:

The Aboriginal business or businesses has (have):

- (i) fewer than six full-time employees.

OR

- (ii) six or more full-time employees.

Bidders must submit the Owner/Employee Certification Form duly completed and signed, only if requested by Canada.

Owner/Employee Certification Form – Set-aside Program for Aboriginal Business

1. I, _____ (Name), am an owner and (or) full-time employee of _____ (Name of business), and an Aboriginal person, as described in the document entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon the request of Canada.

Date

Signature of owner and/or employee

Place

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.