RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Public Safety Canada Contracting and Procurement Section

Email:

ps.contractunit-unitedecontrats.sp@canada.ca

Attention: Drew Johnson

Request For Proposal Demande de proposition

Offer to: Public Safety Canada

We hereby offer to provide to Canada, as represented by the Minister of Public Safety and Emergency Preparedness Canada, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Sécurité publique Canada

Nous offrons par la présente de fournier au Canada, représenté par le

ministre des 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.

Subejct – Sujet	
International Cospas-Sarsat Programme	Consultation Services
Solicitation No. – No de l'invitation	Date
201902111	2018-08-30
Solicitation Closes – L'invitation prend	Time Zone
fin	Fuseau horaire
At – à 2:00 p.m.	
On – le 2018-09-17	Eastern Daylight Time (EDT)
Delivery Required – Livraison exigée	
See Herein	
Address Enquiries to: - Adresser toutes q	uestions à:
Danie Inhania	

Drew Johnson

Telephone No. – No de telephone(613) 949-1048

FAX No. – No 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 ON K1A 0P8

Security - Sécurité

This requirement contains a security requirement.

Comments - Commentaires:

Instructions: See Herein Instructions: Voir aux présentes

Issuing Office – Bureau de distributionPublic Safety Canada
Contracting and Procurement Section

269 Laurier Avenue West Ottawa ON 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

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6
 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 1.1.1 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 1.1.2 For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

1.2 Statement of Work

Public Safety Canada currently has an immediate requirement for a subject matter expert to provide temporary support and advice on improving the effectiveness and efficiency of the Government of Canada's domestic governance structure for its participation in the international Cospas-Sarsat Programme.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Bidders are to submit their proposal electronically by email. However, all financial information and certifications must be presented in a separate attachment from the Technical Response information.

The only acceptable email for proposal submission is: ps.contractunit-unitedecontrats.sp@canada.ca

The electronic transmission must be received on or before 2:00 PM EST, September 17, 2018.

For email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid
- file size
- delay in transmission or receipt of the bid
- failure of the Bidder to properly identify the bid
- illegibility of the bid; or
- Security of the bid data.

Please note that .zip files will be rejected by Public Safety servers.

2.3 Former Public Servant

Contracts awarded to 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Office of the Procurement Ombudsman

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission.

The bid must be gathered per section and separated as follows:

Section II: Technical Bid Section III: Financial Bid Section III: Certifications

Section IV: Additional Information

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements in Attachment 1 of Part 4 and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 2 of Part 4 of this bid solicitation.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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 composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 4.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

Basis of Selection – Lowest Evaluated Price

To be declared responsive, a bid must:

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

Bids not meeting (a) and (b) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

ATTACHMENT 1 to Part 4 - BID EVALUATION CRITERIA

1. Experience

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. Experience gained during formal education will not be considered work experience. All requirements for work experience must have been obtained in a legitimate work environment as opposed to an educational setting. Co-op work terms are considered work experience provided they are related to the required services.

When completing the 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 evaluation team can verify this information. It is not acceptable that the grid 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 of the same resource will only be counted once. For example: Project #1 timeframe is July 2010 to December 2010; Project #2 timeframe is October 2010 to January 2011; 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.

2. Mandatory Technical Criteria

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Number	Mandatory Technical Criterion	Demonstrated Compliance
MT1	The Bidder must propose not more than one International Cospas-Sarsat Programme Expert. If in the event that the Bidder proposes more than one resource, resources will be evaluated in alphabetical order by last name unless another order of preference is specified by the Bidder. Should the first proposed resource for the category be deemed non-compliant, no consideration will be given to the additional resources. The Bidder must clearly identify its proposed resource and submit a	Сопірнанос
	 detailed resume. The resume should include: full name of the individual proposed; education and academic qualifications; and relevant work experience* 	

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Number	Mandatory Technical Criterion	Demonstrated Compliance
	*Work experience should demonstrate the duration of each engagement (e.g. Jan 06 to Jun 07)	
MT2	The Bidder must demonstrate that the proposed resource has at least eight (8) years' experience within the last ten (10) years as an accredited member of the Canadian delegation to Cospas-Sarsat. This experience must include participating in all levels of Cospas-Sarsat meetings.	
MT3	The Bidder must demonstrate that the proposed resource has at least four (4) years' experience within the last ten (10) years chairing for both Council and Joint-Committee meetings and participating in Task Groups or Expert Working Groups.	
MT4	The Bidder must demonstrate that the proposed resource has at least four (4) years' experience within the last ten (10) years coordinating amongst the Canadian stakeholders the implementation of the decisions of the Cospas-Sarsat Council. This experience must include knowledge of the International Cospas-Sarsat Programme Agreement (ICSPA) and experience with the programme's system documents.	
MT5	The Bidder must demonstrate that the proposed resource has experience as a member of Canada's delegation for COSPAS-SARSAT's meetings on the space and ground segment, specifically the Medium Earth Orbit Search and Rescue (MEOSAR) Satellite System project and ground station selection (LUTs).	

ATTACHMENT 2 to Part 4 - PRICING SCHEDULE

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

VOLUMETRIC DATA

The estimated level of effort detailed in Attachment 2 to Part 4 is for the purposes of evaluation only. The inclusion of this estimated level of effort in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for the purposes of bid evaluation.

Date of Contract awar	rd to March 31, 2019			
Resource Name	Resource Category and Level	Estimated Number of Days	Firm Per Diem Rate	Total Cost
	International Cospas- Sarsat Programme Expert	25	\$	\$
			Total Price	\$

Option Period: April 1, 2019 to September 30, 2019 (6 months)				
Resource Name	Resource Category and Level	Estimated Number of Days	Firm Per Diem Rate	Total Cost
	International Cospas- Sarsat Programme Expert	25	\$	\$
			Total Price	\$

Total Bid Price		
	Contract + Option Period Price	\$

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

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

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

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.

Please note that the basis of payment is defined in Part 6 – resulting contract clauses

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and associated information to be awarded a contract. The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Acceptance 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 201902111 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):
Fitle
Signature:
Telephone number:
-ax number:
Date:

5.3 Certification of Education / Experience:

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 and Title) (Signature) (Date) 5.4 **Certification of Availability and Status of Personnel** 5.4.1 **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. (Name and Title) (Signature) (Date) 5.4.2 This section is to be completed only if bidder is proposing any person in fulfillment of this requirement who is not an employee of the bidder. One copy of this certification must be submitted for each non-employee proposed. **Availability and Status of Personnel** (name of proposed candidate), certify that I consent to my résumé being submitted on behalf of (name of firm) in response to the (RFP number)." Request for Proposal

"The bidder hereby certifies that all the information provided in the résumés and supporting material

5.5 Former Public Servant

Signature of Proposed Personnel

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.

Date

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:	-
Telephone number: ()	Fax number: ()
Signature:	Date:

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

5.6 Candidate Permission

Written or electronic consent must be obtained from the resource being proposed by the Supplier for each bid solicitation. The consent must include the RFP reference number, classification and level, and be accompanied by either an email thread indicating the resource's agreement or be signed and dated by the proposed resource. The written or electronic consent must be attached to each proposal submitted in response to the bid solicitation. Suppliers who do not provide written or electronic consent with their bid may be given an opportunity, at the sole discretion of the contracting found non-responsive.

In the event that a resource proposed by the Supplier withdraws their consent before the RFS bid response due date and time:

- The Supplier may amend their bid before the RFS response due date and time to propose an alternative resource with consent;
- To ensure that the procurement process is fair, open and transparent, it is the Supplier's responsibility, in accordance with the PWGSC Code of Conduct for Procurement and the terms and conditions of the THS Supply Arrangement, to inform Canada of the withdrawal of consent;
- iii) If the Supplier does not inform Canada, and Canada learns that the resource withdrew their consent before the RFS bid response due date and time, Canada will consider the Supplier's submission in response to the subject RFS as withdrawn, and it will be given no further consideration subject to the terms and conditions of the THS Supply Arrangement; and
- iv) If it is determined that any certification made by the Supplier in its bid is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default, and set aside the Supplier's Supply Arrangement

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

- **6.1.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract:
 - 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 RELIABILITY, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 - 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 RELIABILITY as required, granted or approved by CISD/PWGSC.
 - 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.
 - 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 - 5. The Contractor/Offeror must comply with the provisions of the:
 - A. Security Requirements Check List, attached at Annex C:
 - B. Industrial Security Manual (Latest Edition).

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

A9014C (2006-06-16), Specific Person(s) apply to and form part of the Contract.

The Contractor must provide the services of the following person to perform the Work as stated in the Contract: to be inserted at contract award

6.3.4 Gender-Based Analysis Plus (GBA+)

In 1995, the Government of Canada committed to using GBA+ to advance gender equality in Canada, as part of the ratification of the United Nations' Beijing Platform for Action.

Gender equality is enshrined in the Charter of Rights and Freedoms, which is part of the Constitution of Canada. Gender equality means that diverse groups of women, men and gender-diverse people are able to participate fully in all spheres of Canadian life, contributing to an inclusive and democratic society.

The Government recently renewed its commitment to GBA+ and is working to strengthen its implementation across all federal departments.

Public Safety Canada encourages Contractors to promote and implement GBA programing within their organization amongst their employees, agents, representatives or any of its subcontractor to support the Government of Canada in the achievement of gender equality which depends on closing key gaps between diverse groups of women, men and gender-diverse people.

6.4 Term of Contract

6.4.1 Period of the Contract

The work is to be performed from date of contract award to March 31, 2019.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional six (6) month period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Drew Johnson Contracting and Procurement Officer Public Safety Canada 269 Laurier Ave. West Ottawa, ON K1A 0P8

Tel: 613-949-1048 Fax: 613-954-1871

Email: ps.contractunit-unitedecontrats.sp@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.

6.5.2 Project Authority

The Project Authority for the Contract is:

[To be provided at time of Contract award]

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.

6.5.3 Contractor's Representative

[To be provided at time of Contract award]

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

Contracts awarded to 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

6.7 Payment

6.7.1 Basis of Payment - Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ ______.
 Customs duties are excluded and Applicable Taxes are extra.
- 2. 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% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. 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.

6.7.2 Monthly Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.3 Competitive Award

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

6.7.4 Professional Services Rates

In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

6.7.5 Purpose of Estimates

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitments to purchase specific amounts or values of services are described elsewhere in the Contract.

6.8 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 General Conditions Services.
- 2. An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.
- 3. 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;
- 4. In the ongoing efforts of being a department that contributes to the greening initiative, as well as to improve our efficiencies when processing invoices, Public Safety Canada is moving towards receiving all invoices electronically from vendors. We ask, where possible, that vendors send their invoices electronically and do not send their invoices in paper format through regular postal mail services.

Email address: PS.InvoiceProcessing-TraitementDesFactures.SP@canada.ca

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (insert the name of the province or territory as specified by the Bidder in its bid, if applicable).

6.11 Priority of Documents

If there is a discrepancy between the wording 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 2010C (2018-06-21),
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s))

ANNEX "A"

STATEMENT OF WORK

1. TITLE

Subject matter expert to provide support and advice to Public Safety Canada on the international Cospas-Sarsat Programme.

2. OBJECTIVE

Public Safety Canada currently has an immediate requirement for a subject matter expert to provide temporary support and advice on improving the effectiveness and efficiency of the Government of Canada's domestic governance structure for its participation in the international Cospas-Sarsat Programme.

3. BACKGROUND

Public Safety Canada (PS) is Canada's lead department with the mandate to keep Canadians safe from a range of risks such as natural disasters, crime and terrorism. Public Safety Canada works with other federal departments, other levels of government, first responders, community groups, the private sector and other countries to achieve its objectives. The Department plays a key role in developing policies, delivering programs and ensuring cohesion and integration on policy and program issues within the Public Safety Portfolio, which includes: national security, emergency management, law enforcement, border management, corrections, and crime prevention.

The National Search and Rescue Secretariat (NSS), located within the Emergency Management and Programs Branch of PS, is responsible for representing Canada at Cospas-Sarsat, an international search and rescue (SAR) satellite system dedicated to assisting SAR activities by providing accurate, timely and reliable alert and location data to the international community on a non-discriminatory basis. As one of the four (4) founding members of the Cospas-Sarsat Programme, Canada has a significant role in maintaining it as a high quality, operationally effective system. The system's high operational effectiveness is attributed to strict adherence to standards and specifications that are continually studied, refined and agreed upon by all countries participating in the Cospas-Sarsat Programme.

Public Safety Canada is the Chair and provides secretariat support to the Interdepartmental Committee on Search and Rescue (ICSAR), which is a key federal advisory body for the internal governance of Canada's contribution to Cospas-Sarsat. ICSAR recently established a Cospas-Sarsat Working Group with the mandate to:

- review the current state of the governance framework for the domestic component of the International Cospas-Sarsat Programme,
- identify gaps and risks to Government based on the existing governance framework; and,
- recommend actions to resolve or mitigate risks to Government. Where possible these recommended actions should reflect immediate, mid-term and long term timeframes.

PS is the federal lead for managing and coordinating the Cospas-Sarsat Working Group's efforts to achieve the following key deliverable:

- Final report to ICSAR containing:
 - a summation of current governance structure, including roles and responsibilities,
 - o identification of potential gaps and risks with existing governance structure; and,
 - o recommendations to resolve or mitigate risks to the governance framework.

4. SCOPE OF WORK

PS requires a subject-matter expert to support its efforts to produce a final report to ICSAR containing: a summation of current governance structure, including roles and responsibilities, identification of potential gaps and risks with existing governance structure; and, recommendations to resolve or mitigate risks to the governance framework.

Also, PS requires the consultant to provide support on matters related to the international Cospas-Sarsat Programme and to provide advice on the current construct of domestic Cospas-Sarsat governance including the existing roles and responsibilities of various partners.

5. TASKS

The Contractor's proposed resources must perform the following tasks on an as and when needed basis:

- 5.1 Attend a kick-off meeting with the Technical Authority and other stakeholders to discuss the objectives and requirements of the mandate and the Contractor's provisional approach and methodology. The meeting will take place within one (1) week of contract award at PS' facilities in Ottawa or by teleconference (as determined by the PS Technical Authority).
- 5.2 Review key internal and external documents identified or provided by the PS Technical Authority to obtain contextual information.
- 5.3 Identify additional information required to conceptualize the aim, objectives, scope and requirements for the mandate.
- 5.4 Obtain and analyze the requisite information.
- Follow or participate and provide input in Cospas-Sarsat Working Group and Interdepartmental Committee on Search and Rescue (ICSAR) meetings as directed by the TA, and advise the TA of all actions involving or impacting PS.
- 5.6 Respond to queries requesting clarification on partner roles and responsibilities for Cospas-Sarsat.
- 5.7 Review and provide expert advice on work plans, discussion papers and any proposed policy documents stemming from the efforts of the Cospas-Sarsat Working Group.
- 5.8 Provide expert advice on any current and proposed Cospas-Sarsat governance structures.
- 5.9 Maintain situational awareness of ongoing Cospas-Sarsat activities that may impact or involve the Government of Canada, specifically as they relate to the efforts of the Cospas-Sarsat Working Group.
- 5.10 Review and provide expert advice on any reports from ICSAR's working group on Cospas-Sarsat.

6. DELIVERABLES

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

All services provided by the Contractor under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor must correct or replace the work or any part of the work, it will be at no cost to the Government of Canada.

The contractor must provide all electronic copies of deliverables using the Microsoft Office suite of software (version 2010).

The Contractor must produce the following deliverables:

- 6.1 Establish a work schedule.
- 6.2 As required, provide written advice and analysis.
- 6.3 As required, provide reports (via e-mail).

7. LOCATION OF WORK

The Contractor will be expected to conduct the work at their own facilities; however, the contractor's resources must be available to participate in meetings at PS facilities in Ottawa, ON as required.

8. LANGUAGE OF WORK

- 8.1 All deliverables must be submitted in English.
- 8.2 PS will arrange for the translation of Contractor-produced deliverables, as required.

9. PUBLIC SAFETY CANADA SUPPORT

- 9.1 As required to perform the contract work and at the discretion of the PS Project/Technical Authority, PS will endeavour to provide Contractor personnel with:
 - i. relevant internal documentation,
 - ii. office space when on site at Public Safety Canada's facilities in Ottawa (if other arrangements are necessary, they will be made by the PS Project/Technical Authority),
 - iii. scheduled access to departmental stakeholders, and
 - iv. 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 provided at time of Contract award]

Canadian Customs Duty and GST/HST extra.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.

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.

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

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Jae-Sang Park	1	Senior Anály	rst	Chock					
Telephone No N° de téléphone 613-949-3094	Facsimile No Nº de	télécopieur	E-mail address - Adresse cour jae-sang.park@canada.ca	Date July 30, 2018					
14. Organization Security Authority / Responsable de la sécurité de l'organisme									
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature					
GIANCARLO CA	SIANCAPID CRAS SECURITY CATURE Chair								
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15. Are theire additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? Non Yes. Oui									
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