

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**

Request For Proposal
Demande de proposition

Offer to: Public Safety and Emergency Preparedness Canada

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

Offre au: Ministère des Sécurité publique et Protection civile
Canada

Nous offrons par la présente de fournir au Canada, représenté
par le ministre de la Sécurité publique et Protection civile
Canada, aux conditions énoncées ou incluses par référence
dans la présente et aux annexes ci-jointes, les biens, services
et construction énumérés ici et sur toute feuille ci-annexée.

Comments – Commentaires:

**BIDDERS MUST WAIT TO HAVE
THEIR PROPOSALS TIME STAMPED
IF THEY ARE HAND DELIVERING TO
THE MAILROOM**

**Entrance is on Gloucester at shipping
door, behind the building**

Instructions: See Herein
Instructions: Voir aux présentes

Vender/Firm Name and Address
Raison sociale et adresse du
Fournisseur/de l'entrepreneur

**Issuing Office – Bureau de
distribution**

Public Safety and Emergency Preparedness
Canada
Contracting and Procurement Section
269 Laurier Avenue West
13th Floor, Office 13B-37
Ottawa, Ontario
K1A 0P8

Title – Sujet Using Social Finance Mechanisms For Crime Prevention Projects	
Solicitation No. – N° de l'invitation 201902239	Date 2018-12-06
Solicitation Closes – L'invitation prend fin At – à 02:00 PM On – le 2019-01-15	Time Zone Fuseau horaire EDT
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



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

Vendor Name and Address

Legal Status (incorporated, registered, etc)

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

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

Print Name: _____ Title: _____

Signature: _____ Date: _____

Central Point of Contact

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

Name and Title: _____

Telephone: _____ Fax: _____

Email: _____

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



PART 1 – GENERAL INFORMATION

1. Requirement Summary

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

2. Terms and Conditions of the resulting Contract

The general terms and conditions and clauses contained in Part 7 form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.

3. Period of Work

3.1 The period of the Contract is from date of contract award to approximately **March 31, 2020**

3.2 This bid solicitation is being issued to satisfy the requirement of Public Safety Canada [the “Client”] for the provision of resources as and when required for “Using Social Finance Mechanisms For Crime Prevention Projects” for Public Safety Canada. It is intended to result in the award of one contract for a period of approximately two years with three additional three year option periods.

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

4. 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.

5. Inspection/Acceptance

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

6. Intellectual Property

The intellectual property shall vest with Canada under the following exception:

6.4 Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 to generate knowledge and information for public dissemination;



PART 1 – GENERAL INFORMATION

7. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestion, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

8. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

9. Security

There is no security requirement identified.

10. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-European Union Free Trade Agreement (EFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), Canada-Ukraine Free Trade Agreement (CUFTA), and the Canada-Panama Free Trade Agreement (CPanFTA).



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

1. Enquiries - solicitation stage

All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named in Part 1, as early as possible within the bidding period.

Enquiries and issues must be received by the Contracting Authority no later than five (5) business days prior to the bid closing date specified on the cover page of this RFP document to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the bid closing date. To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

A **request for a time extension** to the bid closing date will be considered provided it is received in writing by the PS Contracting Authority at least five (5) working days before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated by Buy and Sell at least three (3) working days before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the PS Contracting Authority.

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

- (a) Reject any or all bids received in response to the bid solicitation;
- (b) Enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) Cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid Solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) Negotiate with the sole responsive Bidder to ensure best value to Canada.

3. Proposal Validity Period

Proposals submitted in response to this Request for Proposal will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

4. Terms and Conditions of Request for Proposal and Resulting Contract

The proposal must be signed by the Bidder or by an authorized representative of the Bidder. The signature indicates that the Bidder agrees to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modification or other terms and conditions included in the bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of 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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

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

The standard instructions and conditions 2003(2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

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

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

5. Status and Availability of Resources

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

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

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

6. Internal Approvals

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



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

7. Procurement Ombudsman

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



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Proposal Preparation Instructions:

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

- Section I: Technical Offer (4 hard copies and 1 soft copies on CD OR USB)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (Part 6 – Certifications) (1 hard copy)

NOTE: Failure to include a financial and/or technical proposal at time of submission will result in the bid being deemed non-compliant and will not be evaluated

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Bids submitted by e-mail or fax will NOT be accepted.

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

1.1 Section 1: Preparation of Technical Proposal:

In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the Statement of Work **Part 4**, and how the requirements of **Part 5 will be met**.

Four (4) printed copies and One (1) electronic version of the Technical Proposal are required. THE TECHNICAL PROPOSAL MUST EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.

1.2 Section 2: Preparation of Financial Proposal:

1.2.1 **Only a single copy of the financial proposal is required.**

Bidders are requested to submit their financial proposal (single copy) in an envelope **separate from** their technical proposal.

1.2.2 The Financial Proposal must include the pricing table provided in **Part 5** to this solicitation.



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1.3 Section 3: Certifications (Part 6): one (1) copy

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

2. Submission of Proposals

Your proposal is to be addressed as follows and **must be received on or before 14:00 hours EDT, 2019-01-15. Please ensure that all envelopes/boxes, etc are marked URGENT.**

Jennifer Yee
Contracting and Procurement Section
Public Safety Canada
340 Laurier Avenue West, 1st Floor Mailroom
Ottawa, Ontario, K1A 0P9
Tel: 613-998-9823
Fax: 613-954-1871
Email: ps.contractunit-unitedecontrats.sp@canada.ca

All by hand deliveries must be made to the mailroom located on the ground floor at 340 Laurier Avenue West, Ottawa. If hand delivering, bidder must ensure that the proposal is time and date stamped to confirm adherence to the deadline. Entrance is on Gloucester at shipping door, behind the building

3. Evaluation Procedures:

Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in Part 5.

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. Failure to submit a financial and/or technical proposal with the bidder's submission shall result in the bid being deemed non-compliant and will not be evaluated.
- (b) An evaluation team *maybe* composed of representatives of Canada.

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

Contractor Selection Method is outlined in Part 5 Article 5.



PART 4 – STATEMENT OF WORK

1. TITLE

Using Social Finance Mechanisms For Crime Prevention Projects

2. OBJECTIVE

The purpose of the work is to implement crime prevention project(s) using social finance funding mechanisms.

Phase 1: Completion of the pilot project.

Phase 2: Task Authorization - As required, assist with the development of future social finance-related projects.

At the end of Phase 1, PS will determine whether or not to proceed to Phase 2. Phase 2 will be managed through a Task Authorization.

3. BACKGROUND

The Government of Canada is committed to creating safer communities. Public Safety Canada (PS) supports this objective by offering effective crime prevention, policing and corrections programs and policies. Under the National Crime Prevention Strategy (NCPS), PS provides national leadership on effective and cost-efficient ways to prevent and reduce crime by intervening on crime-related risk factors in high risk populations and places by providing time-limited grants and contributions to organizations across the country. By implementing and evaluating targeted, evidence-based crime prevention interventions, the NCPS supports the development and dissemination of practical knowledge on crime prevention which fosters the adoption of effective practices.

To advance and augment current investments in crime prevention, it is important to look at forging new partnerships and exploring different funding opportunities. PS is experimenting with the use of social finance funding mechanisms to leverage new partners, new ideas and new sources of funds to expand the reach of evidence-based crime prevention practices to more communities across Canada.

Social finance is an approach to mobilizing multiple sources of capital that delivers a social dividend and an economic return in the achievement of social and environmental goals. Social finance provides opportunities to leverage additional investments to increase the available dollars to scale up proven approaches that address social and environmental challenges. It also creates opportunities for investors to finance projects that benefit society and for community organizations to access new sources of funds.

In February 2015, the Standing Committee on Public Safety and National Security (SECU) tabled its report “Social Finance as it Relates to Crime Prevention in Canada” which contains ten recommendations for the Government’s consideration. The report is available online at:

<https://www.ourcommons.ca/DocumentViewer/en/41-2/SECU/report-9>. To support the Government of Canada in moving forward on the recommendations in the above noted SECU study, PS is testing the use of a social financial mechanism in a pilot project.

Under a previous contract, PS sought expert advice on whether the department’s crime prevention funding programs would be amenable for a social finance-based pilot project. The contractor was asked to evaluate known social finance mechanisms, using their subject matter expertise, for application in the crime prevention context. The result of the contractor’s assessment indicated that several crime



PART 4 – STATEMENT OF WORK

prevention project models could be suitable to implement a social finance pilot project, specifically by creating a Social Impact Bond (SIB). One project model was selected for SIB design and implementation. The previous contract completed significant work on designing the SIB. This contract will focus primarily on implementing the SIB, applying the design elements already constructed under the previous contract. This contract will complete the remaining project design requirements as well as lay the groundwork for future social finance projects at PS.

Under the previous contract, the following details for the pilot project were developed:

- The feasibility assessment of developing a SIB in the domain of crime prevention, using existing crime prevention models;
- Intervention design elements specific to the SIB;
- The objectives, expected outcome metrics and corresponding targets of the pilot project based on existing evidence of the efficacy of the project model;
- The amount that should be paid as a premium to investors for the successful attainment of pre-determined goals by the crime prevention project model stakeholders during the pilot and a preliminary financial model;
- The selection of the target population, potential intervention locations, and the estimation of preliminary budgets;
- The outline of a preliminary evaluation framework including a strategy for data capture and a plan for performance management for the pilot project; and
- Draft investors opportunity materials including the preliminary business case and preliminary financial modeling.

4. **CONSTRAINTS**

Given that this is a pilot project, it is possible that the intervention service provider may choose to end its partnership in the development of this project if investors are not found in a reasonable length of time. Should that occur, PS may consider moving forward with the tasks identified under Phase 2, should there be a continued interest in developing another project.

5. **TASKS**

Phase 1 – Development of the Pilot Project

Under Phase 1, the Contractor will secure investors to participate in the pilot project, using their own connections and expertise in the area of impact investing. The Contractor will procure the services of a validator who will be responsible for verifying the data submitted by the service provider. Additionally, the Contractor will provide advisory services to assist with the development of all contractual documentation required to negotiate investor participation in this pilot project.

In the course of providing advice and recommendations on how to best proceed with developing and implementing a social finance pilot project, the contractor may be required to complete, but not limited to the following items, among others:

- 5.1 Attend an information session (kick-off meeting) with the Project Authority (PA) and other key personnel from PS, in person or by teleconference, within five (5) days of contract award in order to confirm the overall requirements and specific objectives, the project plan and to clarify any issues.



PART 4 – STATEMENT OF WORK

- 5.2 Submit a work plan within ten days (10) days of contract award that outlines the critical path including actions, milestones and timelines for the implementation of the pilot project. The Project Authority must approve the work plan prior to the initiation of any further work.
- 5.3 Develop tools for investor solicitation, including but not limited to: the business case; a summary of investment terms; investors opportunity materials; financial modeling; and any other document deemed necessary by the Project Authority to enable the participation of investors in the pilot project;
- 5.4 In order to raise capital investments in the pilot project, the Contractor shall present the investment opportunity to potential investors, and/or facilitate the introduction of potential investors to Project Team members, as appropriate, including assisting any due diligence processes requested by the potential investors;
- 5.5 Provide feedback to the Project Authority on the results of each of the meetings with potential investors, particularly highlighting reasons investors choose not to participate in the project, in order to develop lessons learned for future social finance projects;
- 5.6 Secure binding investor participation commitment in the pilot project;
- 5.7 Assist the service provider with the structuring of the financial investment mechanism and signing of agreements between the service provider and the investors;
- 5.8 Procure an independent validator including developing the Request for Proposals, evaluating those proposals and selecting the winning candidate, in consultation with the Project Authority;
- 5.9 Selection of an independent validator who will be verifying data provided by the service provider for the duration of the pilot project;
- 5.10 Inform the selected validator of the context of the pilot project and social finance funding mechanics as needed to perform their duties over the duration of the pilot;
- 5.11 Develop the terms of reference for the SIB Advisory Board that will oversee the implementation of the pilot project;
- 5.12 Work with the Project Authority and the Communications team at PS to prepare for the public announcement of the launch of the pilot project including liaising with project participants on the development of announcement materials and assisting with the launch event;
- 5.13 Throughout the development of the pilot (prior to the launch of the project), the Contractor must mitigate any risks or challenges that may arise and must notify the Project Authority immediately.
- 5.14 Report back to Public Safety and stakeholders on the progress of the pilot project on a weekly basis or as requested.
- 5.15 At the end of the pilot project, the Contractor must submit a summary report to the Project Authority for review and approval. The summary report must, at a minimum, address lessons learned, risks and/or challenges, and recommendations on how to proceed with future pilot projects.

Phase 2 - Development of Future Projects – Task Authorization Based

Should the Department choose to launch another project using a social finance payment mechanism, in addition to the tasks specified in Phase 1, the following tasks may also be required, but not limited to:

- 5.16 Selecting an intervention model;
- 5.17 Designing the project in detail;
- 5.18 Selecting the outcome metrics and targets;
- 5.19 Designing the financial model and the payment mechanisms;
- 5.20 Engaging with investors in order to secure their participation in the project;
- 5.21 Developing the legal structure around the project;
- 5.22 Selecting a validator to verify data captured to measure outcomes;
- 5.23 Developing the contracts/agreements that will bind the parties to the project; and
- 5.24 Assisting with the public launch of the project.



PART 4 – STATEMENT OF WORK

6. DELIVERABLES

The Contractor must submit the following deliverables:

Phase 1 – Development of the Pilot Project

- 6.1 A work plan, including milestones and timelines;
- 6.2 Presentation and other supporting materials for the solicitation of potential investors (i.e. investors opportunity materials);
- 6.3 Weekly/bi-weekly reports on the status of investor solicitation including but not limited the type of investor contacted (high net worth individual, foundation or corporation), the method of contact, and result of contact.
- 6.4 All other contractual documentation required for the inclusion of investing partners in the pilot project;
- 6.5 Signed contracts with the service providers, investors and outcome funder that will secure all the capital required for the implementation of the pilot project;
- 6.6 An evaluation framework and the performance management plan;
- 6.7 A financial vehicle to house investor capital, if required;
- 6.8 Terms of Reference for the SIB Advisory Board that will oversee the implementation of the pilot project;
- 6.9 Finalized communications strategy and public announcement materials, developed in partnership with the Project Authority;
- 6.10 Ongoing status reports (either through regular meetings or formal reporting);
- 6.11 Summary reports, including lessons learned, for the pilot project at the end of Phase 1.

Phase 2 - Development of Future Projects – Task Authorization Based

- 6.12 A recommendation on which intervention model to use in the project;
- 6.13 Project plans in detail including locations, target audience and preliminary budgets;
- 6.14 Outcome metrics and targets;
- 6.15 A financial model including the payment timelines;
- 6.16 Investors opportunity materials to provide to investors;
- 6.17 Signed legal documents binding the parties to the terms of the project;
- 6.18 A validator to verify data captured to measure outcomes; and
- 6.19 A public launch/announcement of the project, in collaboration with the Project Authority.
- 6.20 Any other deliverables that may be required, to be discussed and negotiated through a Task Authorization after completion of Phase 1.

7. LOCATION OF THE WORK

The Contractor will be expected to work from its own location. However, the Contractor will be expected to attend PS-led meetings in Ottawa, ON, and potentially in the jurisdiction(s) where the pilot project is being tested. The exact location of any meeting will be negotiated between the Project Authority and the Contractor and as agreed to and as specified in the work plan.

The Contractor must be available for teleconference calls as required.

8. LANGUAGE

- 8.1 All communications with Public Safety Canada staff and the Canadian public (*if applicable*) must be performed in the official language (*English or French*) preferred by the employee/citizen.



PART 4 – STATEMENT OF WORK

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



PART 5 – EVALUATION CRITERIA

Part 5 Evaluation Criteria:

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team will evaluate the bids.

The evaluation team reserves the right, but is not obliged, to perform any of the following:

Seek clarification or verify any or all information provided by the Bidder with respect to this RFP.

2 Experience:

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. **The Bidder should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained.**

Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once PER RESOURCE. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.



PART 5 – EVALUATION CRITERIA

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

3 MANDATORY REQUIREMENTS

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

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

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



PART 5 – EVALUATION CRITERIA

Item	Mandatory Technical Criterion	Bidder's Response	
M1	<p>The Bidder must propose one resource or a team of resources to perform the tasks and deliverables identified in the Statement of Work (SOW).</p> <p>The resource(s) must be identified by name, with the role and responsibilities assigned to each resource, including a brief description of their area of expertise or strength for each resource.</p>	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>
M2	<p>The Bidder must demonstrate that the proposed resource/team has at least three (3) publications or projects with duration of at least three (3) months where the work was directly related to the study and/or implementation of social finance tools within the last ten (10) years.</p> <ul style="list-style-type: none"> • Publication – defined as independent, peer-reviewed journals, academic publications and/or government reports. Publications may be scientific working paper or technical reports published through a recognized university, government or non-governmental institution or organization. Blog or non-academic website postings will not be considered publications. • Projects – Defined as a paid contract or assignment where a resource was contracted or hired for a period of not less than three (3) months to complete set deliverables. <p>Note 1: Web links to publications will NOT be reviewed or considered for the evaluations. ONLY information included as part of the bid proposal will be considered.</p> <p>Note 2: A project that resulted in a publication will not be counted twice.</p> <p>Submit Form A: “Summary Listing of the Experience of Proposed Individual” to substantiate response to this criterion. List only projects that comply with this criterion</p>	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>
M3	<p>Experience with Social Finance Project Development</p> <p>The Bidder must demonstrate that the proposed resource/team has developed at least one (1) project (from conception to launch/public announcement) where a social finance payment mechanism was used within the past ten (10) years.</p> <p>Submit Form A: “Summary Listing of the Experience of</p>	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>



PART 5 – EVALUATION CRITERIA

Item	Mandatory Technical Criterion	Bidder's Response	
	<i>Proposed Individual" to substantiate response to this criterion. List only projects that comply with this criterion</i>		

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

Definition of Bidder*

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

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



PART 5 – EVALUATION CRITERIA

4 Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section.

The Bidder should provide all relevant details for each project listed including but not limited to:

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

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

NOTE: If the bidder’s technical proposal does not score (25/50) or more of the rated technical criteria, the bidder’s proposal will be deemed non-compliant.

	Description of Criteria	Max Pts	Points Breakdown	Bidder's Response
R1	<p>The Bidder should describe at least one (1) project that demonstrates the proposed resource/team’s relevant experience finding investors willing to invest in at least one (1) social finance-related project within the past ten (10) years.</p> <p>Submit Form B: “Project Details” to substantiate response to this criterion.</p>	50 Points	<p>SCORING:</p> <p>25 points will be awarded for each project for a maximum of 2 assignment(s).</p>	
			Maximum points	50 points
			Minimum required points	25 points

5. SUBMISSION RESPONSE FORMS

5.1 Substantiation of compliance to individual criterion should employ the formatting contained in the following forms, as requested by individual criterion. Note that Bidders may use more space than is illustrated in the form template, respecting any page limits identified in the individual criterion.



PART 5 – EVALUATION CRITERIA

5.2 Form A: “Summary Listing of the Experience of the Proposed Individual”

#	Start mmm-yy	End mmm-yy	Client Organization	Project / Program	Resource Role	Services Provided	Days Effort

- Notes: 1 – ‘#’ signifies the number of the assignment based on chronological order from most recent first to least recent last (within the period during which experience must be substantiated – it is not necessary to list assignments prior to the period during which experience will be evaluated). Each assignment must be distinct; i.e. each must have been performed under a different contract and/or for a different client organization. Otherwise, the related assignments should be listed together on the same line.
- 2 – ‘Start Year’ signifies the year in which the proposed resource began working on the project or program, not the year in which the project or program began.
- 3 – ‘End Year’ signifies the year in which the proposed resource stopped working on the project or program, not the year in which the project or program ended.
- 4 – ‘Client Organization’ signifies the organization commissioning and funding the assignment, not the organization for which the proposed resource was an employee (unless the assignment was an internal project).
- 5 – ‘Project/Program’ signifies the name of the project or program in support of which the proposed resource provided his/her services. It is not necessary to provide a description of the project or program as long as name is sufficiently descriptive and details regarding the project or program are provided in the proposed resource’s CV.
- 6 – ‘Resource Role’ signifies the principal capacity in which the resource provided services on the assignment.
- 7 – ‘Services Provided’ signifies a brief description of the services provided by the proposed resource as their contribution toward the assignment.
- 8 – ‘Days Effort’ signifies the total number of billable days that the proposed resource worked on the assignment. Unless clear details are provided to the contrary, it will be assumed that the number of days worked are prorated evenly over the duration of the assignment.

5.3 Form B: “Example Project”

Project Name	Project Start	Project End	Duration
Client Organization	Reference Name	Telephone	Email



PART 5 – EVALUATION CRITERIA

Project / Program Objective	Resource Role		
Project / Program Description	Resource Involvement		
	Start (mmm-yy)	End (mmm-yy)	Days Effort
	Services Provided		
Assignment Stakeholders			

Notes: 1 – ‘Project / Project Name’ signifies the name of the project or program in support of which the proposed resource provided his/her services.

2 – ‘Client Organization’ signifies the organization commissioning and funding the assignment, not the organization for which the proposed resource was an employee (unless the assignment was an internal project).

3 – ‘Project / Program Objective’ signifies the end product, service or result that the project or program was initiated to achieve.

4 – ‘Project / Program Description’ signifies a brief description of the manner in which the project or program was intended to achieve its objective and the work involved.

5 – ‘Project / Program Stakeholders’ signifies organizational entities that were involved in the performance of work on the project or program, but does not include those that were only impacted by the performance of the work.

6 – ‘Project Start’ signifies the year in which the project began, not the year in which the proposed resource began working on the project.

7 – ‘Project End’ signifies the year in which project ended, not the year in which the proposed resource stopped working on the project.

8 – ‘Duration’ signifies the number of months between project start and end (not the period of the proposed resource’s involvement in the project).

9 – ‘Reference Name’ signifies the name of the individual at the client organization for which the work was performed and who oversaw the work of the proposed resource.

10 – ‘Telephone’ signifies a current telephone number at which the client reference may be contacted.

11 – ‘Email’ signifies a current email address at which the client reference may be contacted.



PART 5 – EVALUATION CRITERIA

- 12 – ‘Role of individual’ signifies the principal capacity in which the resource provided his/her services on the assignment.
- 13 – ‘Resource Start’ signifies the month and year in which the proposed resource began working on the project , not when the project began.
- 14 – ‘Resource End’ signifies the month and year in which the proposed resource began stopped working on the project assignment, not when the project ended.
- 15 – ‘Days Effort’ signifies the total number of billable days that the proposed resource worked on the assignment. Unless clear details are provided to the contrary, it will be assumed that the number of days worked are prorated evenly over the duration of the assignment.
- 16 – ‘Services Provided’ signifies a brief description of the services provided by the proposed resource as their contribution toward the assignment.

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

6.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Article 4 for the point rated technical criteria.

6.2 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.

6.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **$PS_i = LP / P_i \times 30$** . P_i is the evaluated price (P) of each responsive bid (i).

6.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **$TMS_i = OS_i \times 70$** . OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 4, determined as follows: total number of points obtained / maximum number of points available.

6.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **$CR_i = PS_i + TMS_i$**

6.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Article 1.2 will be recommended for award of a contract.

6.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.



PART 5 – EVALUATION CRITERIA

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

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

7. FINANCIAL PROPOSAL

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

7.1 Pricing Schedule

A PHASE 1 WORK

7.1.1 Professional Services – Phase 1 (Table 1)

PHASE 1 WORK			
Resource Name and Role	Level of Effort	Firm per diem rate*	Total
Ceiling Price:			

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

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

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

Ceiling Price : A ceiling price is the maximum amount of monies that may be paid to a contractor. By establishing a ceiling price, the contractor must satisfactorily fulfill all of its contractual obligations relative to the work to which this basis of payment applies without additional payment whether or not the actual costs incurred exceed the ceiling price.



PART 5 – EVALUATION CRITERIA

7.1.2 Direct Expenses (Table 2)

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

7.1.3 Subcontracts (Table 3)

Other expenses	Amount	Mark-up	Total
<p>Subcontracts: at actual cost with mark-up. List any subcontracts proposed for any portion of the Contract describing the work to be performed and a cost breakdown with a Mark-up</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		_____ %	

7.1.4 Travel and Living Expenses (Table 4)

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B,C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-div_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

7.1.4 Travel and Living Expenses (Table 4)

TABLE 4	
Travel and Living* expenses	TOTAL
Initial Contract Period	\$15,000.00
Optional Period 1	\$15,000.00
Optional Period 2	\$15,000.00
Optional Period 3	\$15,000.00

* The amount estimated for travel and living expenses is for financial evaluation purposes only and is estimated for the entire period of the contract (including optional periods).



PART 5 – EVALUATION CRITERIA

B) PHASE 2 WORK

This work will be task authorization based. For the purpose of financial evaluation, Bidders must complete the grid below. The volumetric data provided for the purpose of financial evaluation in Phase 2 is in NO WAY to be construed as a guarantee of work or commitment by Canada. **Note: Resources named must be the same resources proposed for the same roles identified in Phase 1.**

7.1.5 Professional Services – Phase 2 (Table 5)

PHASE 2 – TASK AUTHORIZATION WORK			
Resource Title and name	Level of Effort (volumetric data)*	Firm per diem rate**	Total (level of effort x firm per diem)
	250		
Total:			

7.1.6 Optional Period 1 (Table 6)

FIRST OPTION PERIOD			
Resource Title and name	Level of Effort (volumetric data)*	Firm per diem rate**	Total (level of effort x firm per diem)
	250		
Total:			

7.1.7 Optional Period 2 (Table 7)

SECOND OPTION PERIOD			
Resource Title and name	Level of Effort (volumetric data)*	Firm per diem rate**	Total (level of effort x firm per diem)
	250		
Total:			

7.1.8 Optional Period 3 (Table 8)

THIRD OPTION PERIOD			
Resource Title and name	Level of Effort (volumetric data)*	Firm per diem rate**	Total (level of effort x firm per diem)



PART 5 – EVALUATION CRITERIA

	250		
Total:			

For all Contract periods:

*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.

** **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:

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

7.1.6 TOTAL

Professional Services CEILING PRICE (Table 1)	\$
Direct Expenses (Table 2)	\$
Subcontracts (Table 3)	\$
Travel and Living (Table 4)	\$
Professional Services VOLUMETRIC DATA (Table 5)	\$
Optional Period 1 (Table 6)	\$
Optional Period 2 (Table 7)	\$
Optional Period 3 (Table 8)	\$
TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING TAXES)	\$

7.2 The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

**NOTE: Prices must only appear in the Financial Bid and in no other part of the bid
Bidders should note the basis of payment is defined in Part 7 – Resulting Contract Clauses**



PART 6 - CERTIFICATIONS

Part 6 Certifications

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Required with Bid

The certification included in Articles 1.1 and 1.2 to Part 6, Certifications, must be duly completed and submitted by the Bidder as part of its bid. Should this not be part of the Bidder's proposal, the Contracting Authority reserves the right to request the certification prior to evaluations. Failure to provide the certification within the prescribed timeframe may result in disqualification.

1.1. CERTIFICATION 1A – ACCEPTANCES OF TERMS AND CONDITIONS

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 201902293** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

1.2 CERTIFICATION 1B Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.



PART 6 - CERTIFICATIONS

2. Certifications Precedent to Contract Award

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

2.1 CERTIFICATION 2

CERTIFICATION OF EDUCATION / EXPERIENCE:

“The bidder hereby certifies that all the information provided in the résumés and supporting material submitted with the bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the bidder to be true and accurate. Furthermore, the bidder warrants that the individuals proposed by the bidder for the requirement are capable of satisfactorily performing the work described herein.”

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

2.2 CERTIFICATION 3- Certification of Availability and Status of Personnel

2.2.1 Availability of Personnel:

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

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder must submit one copy of the following certification for each non-employee proposed.

(signature)

(Name and Title)

(Date)



PART 6 - CERTIFICATIONS

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

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

AVAILABILITY AND STATUS OF PERSONNEL

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

Signature of Proposed Personnel

Date

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://publiservice.gc.ca/services/fcp-pcf/index_f.htm)" list (http://publiservice.gc.ca/services/fcp-pcf/index_f.htm) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

2.4 CERTIFICATION 5– CONFLICT OF INTEREST

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Bidder or any of its subcontractors, employees, agents or representatives are in any manner directly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Bidder represents and certifies that is has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Bidder further warrants and certifies that there is no conflict of interest as stated above.

Signature

Date

2.5 CERTIFICATION 6 – FORMER PUBLIC SERVANT

Former Public Servant Certification

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



PART 6 - CERTIFICATIONS

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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



PART 6 - CERTIFICATIONS

STATEMENT:

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

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

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



PART 7 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex “A” and the bidder’s technical proposal in response to RFP **201902239**

1.2 Task Authorization

1.2.1 Work described at Annex A, Statement of Work - Phase 2, will be performed under the Contract on an “as and when requested basis”.

1.2.2 With respect to the Work mentioned under paragraph 1.2.1 of this clause,

1.2.2a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;

1.2.2b) the TA Authority and limit will be determined in accordance with paragraph 1.2.3 of this clause;

1.2.2c) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor’s own risk and expense;

1.2.2d) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and

1.2.2e) the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

1.2.3 TA Authority and Limit

All task authorizations must be signed by the contracting authority, regardless of dollar value or basis of payment.

1.2.4 TA Process

1.2.4.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D: Task Authorization Form,” containing as a minimum:

1. the task or revised task description of the Work required, including:
 - a) the details of the activities or revised activities to be performed;
 - b) a description of the deliverables or revised deliverables to be submitted; and
 - c) a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;



PART 7 – RESULTING CONTRACT CLAUSES

2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis (bases) of payment applicable to the task or revised task; and
4. the Contract method(s) of payment applicable to the task or revised task and, as applicable, the associated schedule of milestones

1.2.4.2 Within five (5) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task; a breakdown of that cost in accordance with Annex B, to be provided, as applicable, per milestone contained in the Schedule of Milestones ; and; for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract :
 - (1) the name of the proposed resource;
 - (2) the resume of the proposed resource; and
 - (3) a demonstration that the proposed resource meets the resource category and other requirements of the SOW (i.e. bilingualism/ experience working aboriginal communities)
 - (4) security requirements

1.2.4.3 TA Authorization

1.2.4.3.1 The TA Authority will authorize the TA based on:

1. the request submitted to the Contractor pursuant to paragraph 1.2.4.1 above;
2. the Contractor's response received, submitted pursuant to paragraph 1.2.4.2 above, and;
3. the agreed total estimated cost for performing the task or, as applicable, revised task and, as applicable, the breakdown of that cost per milestone contained in the Schedule of Milestones.

1.2.4.3.2 The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph 1.2.4.2 above."

1.2.4.4 The authorized TA will be issued to the Contractor by facsimile or by email by the Contracting Authority

1.2.5 Minimum Work Guarantee - All the Work - Authorized TAs

1.2.5.1 In paragraphs 1.2.5.2 and 1.2.5.3 below,

- "Maximum Contract Value" means the sum specified in Contract clause 6.2.2 Limitation of Expenditure - Cumulative Total of All Authorized TAs;
- "Minimum Contract Value" means 2% of the Maximum Contract Value.



PART 7 – RESULTING CONTRACT CLAUSES

1.2.5.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.2.5.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

1.2.5.3 In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

1.2.5.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.2.6 Periodic Usage Reports - Contracts with TAs

N/A

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 – (2018-06-21), General Conditions - Higher Complexity – Services

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

2.2 Supplemental General Conditions

4007 – (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information

2.3 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.



PART 7 – RESULTING CONTRACT CLAUSES

Public Safety Canada encourages Contractors to promote and implement GBA programming 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.

3. Security Requirement

This document is UNCLASSIFIED, however;

- 3.1 The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy; and
- 3.2 Contract personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

4. Term of Contract

4.1 Period of Contract

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends March 31, 2020; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 3 year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

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



PART 7 – RESULTING CONTRACT CLAUSES

Tel: 613-998-9823
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.

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

A – Phase 1 – Statement of Work

For the Work described in *the statement of work* in Annex A – Phase 1 :

A limitation of expenditure is a predetermined amount of money representing Canada's total liability to the contractor. The contractor is expected to do its best to satisfactorily complete all the work indicated in the contract to which this basis of payment applies without exceeding the limitation of expenditure. If the contractor cannot perform a part of the work without exceeding the limitation of expenditure, it is not legally required to perform this part of the work unless a negotiated increase to the limitation of expenditure has been previously included in the contract in writing by the Contracting authority.



PART 7 – RESULTING CONTRACT CLAUSES

- 6.1.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 6.1.2 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 specifications, 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) four (4) months before the Contract expiry date, or
 - (c) if the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- 6.1.3 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

B – Phase 2 – Statement of Work

For the Work described in *the statement of work* in Annex A – Phase 2, one of the following types of basis of payment will form part of the approved TA:

A - Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the TA Approval Authority before their incorporation into the Work.

B - TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in **Annex B**, to the limitation of expenditure specified in the approved TA.

Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the approved TA 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 TA Approval 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



PART 7 – RESULTING CONTRACT CLAUSES

obtaining the written approval of the TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 - (b) four (4) months before the final delivery date specified in the approved TA, or
 - (c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,
- whichever comes first.

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

C TA subject to Ceiling Price

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a ceiling price identified in the TA. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.”

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the TA.”

6.2 Method of Payment

6.2.1 Phase 1

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

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

6.2.2 Phase 2

One, several or all of the following methods of payment will form part of the approved TA:

6.2.1 For a Firm Price TA:



PART 7 – RESULTING CONTRACT CLAUSES

For the Work specified in an approved firm price TA:

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

6.2.2 Limitation of Expenditure TA OR Ceiling Rate TA

For the Work specified in an approved ceiling price TA or TA subject to a limitation of expenditure:

A Monthly Payments

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.

7. **Payment Period**

7.1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section entitled Interest on Overdue Accounts of the general conditions.

7.2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

8. **SACC Manual Clauses**

A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department
C6000C	(2007-05-25)	Limitation of Price
C2900D	(2000-12-01)	Tax Withholding of 15 percent



PART 7 – RESULTING CONTRACT CLAUSES

9. Invoicing Instructions

- 9.1 The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 General Conditions - Services.
- 9.2 Additional Invoicing Instructions.
- 9.3 An invoice for a payment cannot be submitted until all Work identified on the invoice is completed.
- 9.4 Each invoice must be supported by:
- (a) a copy of time sheets to support the time claimed;
 - (b) a copy of the release document and any other documents as specified in the Contract;
- 9.5 Invoices must be distributed as follows:
- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Attn: Project Authority (to be identified at contract award)
Public Safety Canada
PS.InvoiceProcessing-TraitementDesFactures.SP@canada.ca
 - (b) One copy must be forwarded to the contract authority identified in article 5 of the contract entitled “Authorities”

10. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. Applicable Laws

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

12. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information)
- (c) the General Conditions 2035 – (2018-06-21), General Conditions - Higher Complexity – Services
- (d) Annex “A”, Statement of Work;
- (e) Annex “B”, Basis of Payment



PART 7 – RESULTING CONTRACT CLAUSES

- (f) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*) in response to RFP **201902293**

13. Work Permit and Licenses

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

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

14. Conflict of Interest

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

15. Conflict of Interest- Other Work

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

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



PART 7 – RESULTING CONTRACT CLAUSES

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of this Contract. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

Non-Permanent Resident (Foreign Contractor)

The Contractor must ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry.

The Contractor must ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

17. International Sanctions

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

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

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

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

18. Canada Facilities, Equipment, Documentation & Personnel

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

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

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



PART 7 – RESULTING CONTRACT CLAUSES

- 18.3 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Client department's earliest convenience.

19. Insurance

The Contractor is responsible to decide if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor will be at its own expense and for its own benefit and protection. It will not release the Contractor from or reduce its liability under the Contract.



ANNEX A – STATEMENT OF WORK

TO BE INSERTED UPON CONTRACT AWARD



ANNEX B – BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

(to be filled in at contract award):

Canadian Customs Duty and GST/HST extra.

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

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

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

Canada's Total Responsibility

Limitation of Expenditure - Cumulative Total of all Approved Task Authorizations

Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed \$ _____ **CDN**. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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) four (4) 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.

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.

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.



ANNEX B – BASIS OF PAYMENT

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.