RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Safety and Emergency Preparedness

Contracting and Procurement Section

340 Laurier Avenue West.

1st Floor Mailroom - MARKED URGENT

Ottawa, Ontario

K1A 0P8

Attention: Denise Desserud

Request For Proposal Demande de proposition

Offer to: 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: Minitère des Sécurité publique et Protection civile Canada

Title - Sujet

PSAB - Crime Prevention in Indigenous Communities- Culturally-Relevant Programming and

Culturally-Competent Evaluation

Solicitation No. - Nº de l'invitation Date 20194038 2019-01-18

Solicitation Closes - L'invitation prend fin

At – à 02:00 PM

On - le 2019-02-28

Time Zone Fuseau horaire

EDT

Delivery Required - Livraison exigée

See Herein

Address Enquiries to: - Adresser toutes questions à:

Denise Desserud

FAX No. – N° de FAX Telephone No. – N° de telephone (613) 990-2614 (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

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

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/o	or Business Identification Number (Revenue Canada)
Name and Title of Person authorized to Print Name: Title:	
Signature: Date:	
Central Point of Contact	
	ng individual as a central point of contact for all matters pertaining to the on 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.



0880

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation:
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

Public Safety Canada has a requirement for professional services, for a firm lot price, a comprehensive report on the use of culturally-relevant activities and culturally-competent evaluation for crime prevention programming in the Indigenous context as identified in Annex A – Statement of Work.

1.2.1 Set-aside for Aboriginal Business

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to Annex 9.4 of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses."

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.3 Period of Work

The period of the contract will be from Contract award to August 31st, 2019.

1.4 Contracting Authority

Denise Desserud Senior Acquisition Advisor Amd. No. - N° de la modif.

File No. - N° du dossier

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Public Safety Canada 269 Laurier Avenue West, 13th Floor Ottawa, Ontario K1A 0P9

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

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

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

1.5 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.

1.6 Security

There are no security requirements applicable to the Contract, however;

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

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.

1.7 Trade Agreements

The Request for proposal is not subject to the provisions of a trade agreement.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Le paragraphe 5.4 du document 2003, Instructions uniformisées - biens ou services - besoins concurrentiels, est modifié comme suit :

Supprimer : 60 jours Insérer : 120 jours

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 Submission of Bids

"Bids must be submitted only to the Public Safety Canada (PS) to the address specified below by the date and time indicated on page 1 of the bid solicitation:

Denise Desserud Senior Acquisition Advisor Public Safety Canada 340 Laurier Avenue West, 1st Floor Mailroom Ottawa, Ontario, K1A 0P9

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

Email: denise.desserud@canada.ca

Notes

<u>Proposals must be received on or before 2:00 PM EDST, by the closing date indicated on Page 1.</u> Please ensure that all envelopes/boxes, etc. are marked URGENT.

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

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

the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any 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. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made 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 size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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;

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- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than <u>5 calendar days</u> before the bid closing date. Enquiries received after that time may not be answered.

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

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

2.5 Applicable Laws

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

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

2.6 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 suggestions, 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 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u>: the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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2.8 Right to Negotiate

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.

2.9 Internal Approvals

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

2.10 Debriefing

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.

2.11 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.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies) and 1 soft copy on USB key

Section II: Financial Bid (1 hard copy) and 1 soft copy on USB key

Section III: Certifications (1 hard copy) and 1 soft copy on USB key

If there is a discrepancy between the wording of the soft copy on electronic media 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 bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in the "Basis of Payment in Annex "B".

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3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

C3011T 2013-11-06, Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum points specified for the technical evaluation

The rating is performed on a scale of 75 points.

- 2. Bids not meeting "(a) or (b) and will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 70 and the lowest evaluated price is \$50,000 (30).

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3

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Overall Technical Score	68/75	62/75	72/75
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	68 / 75 x 70 = 63.46	50,000 / 60,000 x 30 = 24.99	88.45
Bidder 2	62 / 75 x 70= 57.87	50,000* / 55,000 x 30 = 27.27	85.14
Bidder 3	72 / 75 x 70 = 67.20	50,000* / 50,000 x 30 = 30	97.20

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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2.2 Set-aside for Aboriginal Business

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.

The Bidder:

- certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

The Bidder must check the applicable box below:

- () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
- ii. () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

The Bidder must check the applicable box below:

- i. () The Aboriginal business has fewer than six full-time employees.
 OR
- ii. () The Aboriginal business has six or more full-time employees.

The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Solicitation No. - N° de l'invitation 20194038 Client Ref. No. - N° de réf. du client 0880 Amd. No. - N° de la modif.

File No. - N° du dossier

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If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

I am	(insert "an owner" and/or "a full-time employee")
of	(insert name of business), and an Aboriginal person, as defined in Annex 9.4
	nual entitled "Requirements for the Set-aside Program for Aboriginal Business". bove statement is true and consent to its verification upon request by Canada.
Printed name of owner	and/or employee
Signature of owner and	d/or employee
Date	-

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4 of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the <u>Canadian Free Trade Agreement</u> (CFTA), CFTA does not apply to this procurement.

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in <u>Annex 9.4</u> of the *Supply Manual*.

The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Price Certification

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents.

5.2.3.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.3.3.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

5.2.3.4 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.

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The related documentation therein required will assist Canada in confirming that the certifications are true.

5.2.3.5 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.

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

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PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There are no security requirements applicable to the Contract, however;

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

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.

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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled ______, dated _____.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

Delete article 20 - Copyright

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

7.2.2 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.

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

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

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

7.2.3 Supplemental General Conditions

Canada to own the Intellectual Property Rights in Foreground 4007 (2010-08-16), apply to and form part of the Contract.

Services - Higher Complexity - 4010 (2012-07-16), apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There are no security requirements applicable to the Contract, however:

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

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.

7.4 Term of Contract

7.4.1 Validity of the Contract

The period of the Contract is from date of Contract to August 31st, 2019 inclusive.

7.4.2 Delivery Date

All the deliverables must be received on or before August 31st, 2019.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

7.5 Authorities

7.5.1 Contracting Authority

Name: _____ Title: Senior Acquisition Advisor Public Safety Canada Acquisitions Branch Solicitation No. - N° de l'invitation 20194038 Client Ref. No. - N° de réf. du client 0880 Amd. No. - N° de la modif.

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Directorate: Address: 269 Laurier Avenue West, 13 th Floor, Ottawa, Ontario K1A 0P9
Telephone: Facsimile: E-mail address:
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.
7.5.2 Project Authority
(To be determined on Contract award)
The Project Authority for the Contract is:
Name: Title: Organization: Address:
Telephone: Facsimile: E-mail address:
(Insert or delete as applicable)
In its absence, the Project Authority is the Contracting Authority.
Title: Public Safety Canada Acquisitions Branch Directorate: Address: 269 Laurier Avenue West, 13 th Floor, Ottawa, Ontario K1A 0P9
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.

7.5.3 Contractor's Representative

Fill in or delete as applicable

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7.6 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.

7.7 Joint Venture

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

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

7.8 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.

7.9 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,

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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.

7.10 Non-Permanent Resident

Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

SACC Manual clause A2000C 2006-06-16 (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.14 Insurance

The Contractor is responsible for deciding 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 is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.11 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be

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reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.12 Payment

7.12.1 Basis of Payment

For the Work described in Annex A in the Statement of Work: In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price, for a cost of:

\$	_ (insert the amount at contract award) for Milestone 1 (20%);
\$	_ (insert the amount at contract award) for Milestone 2 (30%); and
\$	_ (insert the amount at contract award) for Milestone 3 (50%)
Customs	duties are (insert "included", "excluded" OR "subject to exemption") and Applicable
Taxes ar	e extra.

For the firm price portion of the Work only, 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 Work.

7.12.2 Limitation of Expenditure (Direct Expense)

Insert SACC Manual clause <u>C6001C</u> in full text for all cost reimbursable contracts and fixed time rate contracts subject to a limitation of expenditure.

- Canada's total liability to the Contractor under the Contract must not exceed \$ ______.
 Customs duties are ______ (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.12.3 Basis of Payment - Firm Price

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete invoice, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all documents associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.
- c. all work associated with the milestone and as applicable any deliverable required has been accepted by Canada.

7.12.4 Electronic Payment of Invoices – Contract

Insert below in full text SACC clause H3027C, if applicable, where payment of invoices will be made using electronic payment instruments, Refer to Annex "X" Electronic Payment Instruments, where the Bidder indicated which electronic payment instruments are accepted.

Contracting officers must reproduce below, the information from Annex "X" Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Contractor and renumber accordingly.

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

a. Direct Deposit (Domestic and International);

7.12.5 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.12.6 Time Verification

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Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.13 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - . The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

 OR
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Attn: Project Authority (to be identified at contract award)
Public Safety Canada
PS.InvoiceProcessing-TraitementDesFactures.SP@ps-sp.gc.ca

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.13.1 Payment

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.

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.

7.14 Certifications and Additional Information

7.14.1 Compliance

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

7.15 Applicable Laws

The Contract must be ir	nterpreted and governed,	and the relations	between the partie	es determined, by the
laws in force in	(insert the name	of the province or	territory as specifi	ied by the Bidder in
its bid, if applicable).				

7.16 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to own the Intellectual Property Rights in Foreground and Services Higher Complexity 4010 (2012-07-16).
- (c) the general conditions 2035 (2018-06-21);
- (d) Annex A, Statement of Work;
- (e) Attachment 1 to Part 4, Evaluation Criteria;
- (f) Annex B, Basis of Payment;
- (g) the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on _____ " or ",as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).

7.17 International Sanctions

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

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

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

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

7.18 Insurance

The Contractor is responsible for deciding 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 is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

SACC Manual clause G1005C (2016-01-28) Insurance

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ANNEX "A" - STATEMENT OF WORK

1. TITLE

Crime Prevention in Indigenous Communities: Culturally-Relevant Programming and Culturally-Competent Evaluation

2. CONTEXT

The Government of Canada is committed to reducing crime and enhancing the safety of our communities through effective prevention, policing, and corrections. With respect to prevention, Public Safety is responsible for the administration of the National Crime Prevention Strategy (NCPS). The strategy aims to reduce crime by targeting at-risk groups in the population by funding evidence-based intervention programs and knowledge dissemination projects. Focusing on effective ways to prevent and reduce crime, Public Safety Canada continues to gather and synthesize national evidence on what works to help guide policy and program decisions. This information contributes to the overall body of scientific knowledge in the crime prevention domain.

It is becoming increasingly recognized that when implementing and evaluating crime prevention approaches for Indigenous participants (broadly defined as First Nations, Métis, and Inuit persons), it is potentially beneficial to both: (1) incorporate culturally-relevant activities into program curricula; and (2) follow culturally-competent evaluation protocols. Although there have been noteworthy advances in crime prevention theory and practice with respect to the incorporation of a cultural lens, along with some encouraging results, uptake remains rather sporadic, with varying levels of depth in the application of the principles. The current project aims to help facilitate more widespread adoption of these ideas by consolidating the available literature on culturally-relevant programming activities and culturally-competent evaluation methods for crime prevention in the Indigenous context.

3. OBJECTIVES

The objectives of the current study are to provide a comprehensive report on the use of culturally-relevant activities and culturally-competent evaluation for crime prevention programming in the Indigenous context. In particular, the Contractor will be required to prepare a report that must respond to the following research questions:

Part 1: Culturally-Relevant Activities

- Which specific crime prevention programs (implemented in Canada and internationally) -including primary, secondary, and tertiary prevention -- have actually incorporated culturallyrelevant activities for Indigenous participants?
- How have these culturally-relevant activities incorporated into the programs (e.g., to what extent are they a principal focus of programming vs. more of a tangential add-on to standard features of the programs)?
- What are the main facilitators and barriers to the implementation of crime prevention programs offering culturally-relevant activities for Indigenous participants, and what are the key lessons that have been learned?

- What are the main risks and opportunities that were identified in the process of implementing of these activities?
- What are the emerging "best practices", that is, the most effective types of culturally-relevant activities in terms of mitigating risk factors and reducing crime among Indigenous participants?
- How can these best practices be most effectively integrated into crime prevention activities?

Part 2: Culturally-Competent Evaluation

- Which specific crime prevention programs (implemented in Canada and internationally) -including primary, secondary, and tertiary prevention -- have been evaluated using culturallycompetent methodologies with Indigenous participants?
- Which particular types of culturally-competent methodologies have been applied, and which approaches have been particularly well-received (or not) by Indigenous participants?
- What are the main facilitators and barriers to applying culturally-competent evaluation in crime prevention programs for Indigenous participants, and what are the key lessons learned?
- What are the main risks and opportunities that were identified in the application of these evaluation principles?
- What are the emerging "best practices", that is, the most useful types of culturally-competent evaluation frameworks in terms of collecting the required data and assessing program impact?
- How can these best practices be most effectively applied in the evaluation of crime prevention programs?

4. BACKGROUND

As is well-known, Canadian and international statistics demonstrate a marked overrepresentation of Indigenous persons in the criminal justice system. In 2017, Indigenous persons constituted approximately 23% of the total Canadian federal offender population and 26% of those in provincial and territorial custody, despite representing only about 4.3% of the general population (Public Safety Canada, 2017). Moreover, Indigenous youth in particular accounted for approximately 46% of admissions to correctional services in 2017, while representing only about 8% of the total Canadian youth population. Similar patterns arise in other jurisdictions that have Indigenous peoples, such as Australia (Australian Bureau of Statistics 2015), New Zealand (New Zealand Department of Corrections 2016), and the United States (United States Sentencing Commission, 2016). Moreover, Indigenous people are also overrepresented as victims of crime. In 2014, the rate of violent victimization among Indigenous people in Canada was more than double that of non-Indigenous people (163 incidents per 1,000 people vs. 74; Department of Justice, 2017). Furthermore, Indigenous people accounted for 25% of all homicide victims in 2014, and at a rate which was about 7 times that of non-Indigenous people (8.77 victims per 100,000 population vs. 1.31; Department of Justice, 2017).

In order to address the issue of Indigenous overrepresentation, governments around the world have implemented a variety of criminal justice reforms. For instance, Canada has changed judicial practices by requiring every criminal court to "consider the circumstances of Aboriginal offenders and consider all available sanctions other than imprisonment that are reasonable in the circumstances" (Gutierrez et al., 2018, R v Gladue 1999). These circumstances are also referred to as "Gladue factors" or "social history factors", and include residential school trauma and poor living conditions. Further, New Zealand has modified its policing practices by recruiting and developing a network of Maori police and court liaison officers. The court liaison officers focus on improving police-Maori relations, offer advice on appropriate Maori customs and protocol, and as a liaison with Maori peoples and organizations in order to help them navigate the court systems (Tauri, 1999, 2010). In addition, Australia has emphasized prison reform by

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requiring prisons in Victoria to grant access to Indigenous well-being officers, liaison officers, and culturally appropriate programming (Corrections Victoria, 2014).

Despite the implementation of these reforms within the criminal justice system, the proportion of Indigenous offenders has continued to increase in Canada, Australia and New Zealand over the last 30 years (Marie 2010; Cunneen 2013; Public Safety Canada 2017). The ineffectiveness of these reforms has been attributed to reasons ranging from inconsistent application of judicial practices to insufficient and inadequate programming (Gutierrez et al., 2018). Recently, the Truth and Reconciliation Commission (TRC) has also recommended the need to target the underlying causes for offending to tackle the multidimensional nature of Indigenous overrepresentation (TFC of Canada, 2015). Although criminal justice reform is vital, more emphasis needs to be placed on crime prevention strategies in order to steer Indigenous youth away from a life of crime and to reduce recidivism among adult offenders.

Studies indicate that crime prevention programs are more effective when they include culturally-relevant activities, which is consistent with both Western theories of resilience and Indigenous theories of healing. Colonial policies and practices, such as the residential school system, have disconnected Indigenous people from their families and their cultures (Bania, 2017). Accordingly, research has advocated for "decolonizing" and "ensuring cultural safety", the process of restoring an understanding of traditional and spiritual teachings to help Indigenous people achieve better outcomes in life. Specific activities identified by communities to ensure cultural safety include; lunches with elders to share traditional knowledge, restoring languages and cultural wellness retreats along with healing circles, which have been found to help lower recidivism (Bania, 2017; Reciprocal Consulting, 2016; Hansen & Lancely, 2016). Challenges to the efficacy of these crime prevention programs include ongoing systemic issues among Indigenous communities such as; poorer health, poverty and the increased prevalence of risk factors. (Bania, 2017; Capobianco & Shaw, 2003).

Integrating culturally-relevant activities into crime prevention programs is key to tackling the root causes of Indigenous overrepresentation in the justice system, but culturally-competent evaluation of these programs is imperative to ensuring that they remain responsive and reflective of the needs of its participants, and successfully reduce risk and criminal behaviour. Culturally-competent evaluation is "a systematic, responsive inquiry that is actively cognizant and appreciative of the cultural context in which the evaluation takes place" (Chouinard & Cousins, 2007). Unlike Western science, Indigenous epistemology emphasizes holistic, community-based approaches rather than simply imposing externallydeveloped empiricist methodologies for data collection and analysis. To bridge the cultural divide between researchers and communities, the literature recommends the use of participatory evaluative approaches, which enable Indigenous communities to become active participants throughout the research process (Chouinard & Cousins, 2007, Cousins & Earl, 1992). In order to further increase the cultural competence of Indigenous evaluation, research also recommends measuring community-level outcomes and examining family relationships in addition to individual outcomes. Moreover, in order to engage participants in a reflective dialogue about the issues, the use of qualitative data collection methods in the form of focus groups and interviews is strongly recommended (Chouinard & Cousins, 2007).

Nonetheless, many gaps remain regarding the adoption of culturally-relevant programming and culturally-competent evaluation in crime prevention for Indigenous people. The purpose of this study will be to review and consolidate the existing literature with respect to culturally-relevant programming and culturally-competent evaluation, and explore how to optimally incorporate these findings into crime prevention policies and programs.

5. SCOPE OF WORK

In order to fulfil the above objectives, the Contractor is required to do the following:

- conduct an up-to-date review of the Canadian and international literature on the risk factors for crime among Indigenous persons (youth and adults)
- conduct an up-to-date review of the Canadian and international literature on the incorporation of culturally-relevant activities into crime prevention programming (including primary, secondary, and tertiary prevention).
- conduct an up-to-date review of the Canadian and international literature on the application of culturally-competent methodologies to evaluate crime prevention programs for Indigenous participants

6. TASKS

The tasks to be completed by the Contractor include the following:

- Within one week of contract award, the Contractor must attend a kick-off teleconference with the Technical Authority (TA) to: discuss the overall scope of the work; the provisional work plan and approach that were submitted during the Request for Proposal stage; and, to clarify any issues.
- Based on the discussion at the kick-off teleconference, the Contractor must submit an updated work plan and a draft outline of the literature review. Both updated documents must be submitted within one week of the kick-off teleconference for approval by the TA.
- 6.3 Four months after the contract has been awarded, the Contractor must submit to the TA its draft literature review that addresses and adheres to the "Objectives" section (above). The Contractor must also identify any challenges faced or any slippages concerning the delivery dates outlined in its approved work plan. The TA will provide the Contractor with feedback and may request changes to be incorporated in the final deliverable.
- By July 31st, 2019, the Contractor must submit its final report. The TA will provide the Contractor with feedback and may request changes to the final report.
- 6.5 Through the duration of the contract, the Contract must liaise and provide status updates by email, teleconference, or in-person meetings as needed with Public Safety Canada staff, project sponsors and other relevant stakeholders. The Contractor must also proactively inform the TA of any modifications to or difficulties in the report that could affect the final deliverable or date.

7. DELIVERABLES AND SCHEDULE

- 7.1 The Contractor will be expected to start work within one week of the contract award.
- 7.2 The following deliverables are required during the course of the contract:

Deliverable	Timeline	Milestones
Revised work plan and a draft outline of literature review	Two weeks after contract award	20%
Draft report and draft research brief	Four months after the contract is awarded	30%
Final report and final research brief	July 31, 2019	50%
Status reports	Ongoing	

The research report for this study should consist of the following sections:

Part 1: Culturally-Relevant Activities

- An introduction to the problem of Indigenous overrepresentation in Canadian and International criminal justice systems, and its underlying drivers.
- An overview of initiatives undertaken by Canadian and International government agencies (at all levels) to reduce Indigenous overrepresentation in criminal justice systems, with a focus on crime prevention (including primary, secondary, and tertiary prevention).
- A summary and analysis of the literature on the incorporation of culturally-relevant activities into
 crime prevention programming (including primary, secondary, and tertiary prevention) for
 Indigenous participants, with a focus on the types of activities that have been used, approaches
 for integrating these activities into the curricula of the program, barriers and facilitators to the use
 of such activities, associated risks and opportunities, the effectiveness of these activities in
 reducing risk and criminal behaviour, and key lessons learned.
- Recommendations for best practices in using culturally-relevant activities to enhance the
 effectiveness of crime prevention programming for Indigenous participants.

Part 2: Culturally-Competent Evaluation

- An introduction to the concept of culturally-competent evaluation and the need for this approach when evaluating crime prevention programs for Indigenous participants
- A summary and analysis of the literature on the application of culturally-competent evaluation for crime prevention programs with Indigenous participants, with a focus on the specific types of methodologies used, barriers and facilitators to the application of the methods, associated risks and opportunities, which methods have been the most (and least) successful, and key lessons learned.
- Conclusions about the overall value-added of both culturally-relevant activities and culturallycompetent evaluation methods for crime prevention programs for Indigenous participants.
- Recommendations for best practices in using culturally-competent methodologies to increase the
 relevance of crime prevention programming for Indigenous participants, and thereby optimize the
 collection and analysis of both quantitative and qualitative data.

The final report must include an abstract (approximately 250-300 words); and a main report (maximum 50 pages, excluding references, annexes, and appendices). Annexes and appendices can be used to present supporting methodological and analytical documentation not central to communicating the main findings. In addition, the Contractor will prepare a two-page "Research Brief", which will contain a summary of the background and rationale, methods, results, conclusions, and policy implications of the work. A template for the Research Brief will be provided by the Technical Authority.

8. DEPARTMENTAL RESPONSIBILITIES AND SUPPORT

The Department will provide the following to the Contractor:

- (a) Access to the Technical Authority, or this person's designate, who will be responsible for coordinating the overall project, providing as-required direction, guidance, and support to the Contractor, and accepting and approving Contractor deliverables on behalf of the Department.
- (b) Timely feedback on deliverables, in order to enable the Contractor to stay within the timelines specified in the Contract.

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9. REPORTING AND COMMUNICATION

In addition to the timely submission of deliverables and the meetings referenced above, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Technical Authority. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include phone calls, electronic mail, faxes, mailings, and meetings. In addition, the Contractor is to immediately notify the Department of any issues or areas of concern in relation to any work completed under the contract, as they arise.

10. LANGUAGE OF WORK

All deliverables are to be submitted in English. Translation of the final report, if required, will be the responsibility of Public Safety. All communications with members of the public and/or Canada's stakeholders must be in the official language of their choice.

11. LOCATION OF WORK

The Contractor must conduct the work at their own facilities; however the contractor's resources must be available to participate in teleconference meetings with Public Safety. No travel and/or living expenses will be paid to the Contractor under this contract.

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ANNEX "B" - BASIS OF PAYMENT

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

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

- Work described in Part 7, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the <u>National Capital</u> Act, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

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

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

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

Pricing Schedule

Professional Services – (Table 1)

Initial Contract Period						
Resource Name and Role	Resource Name and Role Estimated Level of Effort* Firm per diem rate**					
Principal Investigator (PI).	days					
	days					
	days					
	days					
	days					
	days					
	days					
	Firm Lot 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:

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

Direct Expenses (Table 2)

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

6.1.7 TOTAL

Professional Services (Table 1)	\$
Direct Expenses (Table 2)	\$
TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING	\$
TAXES)	
Applicable Taxes	
Total firm lot price CAD	

Notes

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.

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.

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ATTACHMENT 1 to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder acce	pts to be paid by any of the following Electronic Payment Instrument(s):
()	Direct Deposit (Domestic and International);
\$25	M)

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ATTACHEMENT 1 to PART 4 – EVALUATION CRITERIA

It is suggested that the structure of the first part of the proposal follow the mandatory requirements, that is, use each mandatory requirement as a header and then explain explicitly how the senior members of the project team meet the stated mandatory requirement. Note that it is not sufficient to just state that the criterion is met, or simply point to a CV for a list of achievements and work history; rather, the responses must explain in detail how the criterion is met.

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

Item	Evaluation Criteria	Demonstrated Compliance
MT1	The Bidder must propose and clearly identify, by name and role, a team of resources to complete the work as described in the Statement of Work. The Bidder must describe the structure of the team and include a description of the role that each resource will undertake. At a minimum, the Bidder must propose a Principal Investigator (PI).	
MT2	The Bidder must submit an up-to-date résumé for each proposed resource that is a senior member of the project team, including the PI.	
MT3	The Bidder must demonstrate that the proposed PI has experience conducting quantitative or qualitative research in the area of crime prevention, policing or corrections. • In order to meet this qualification, the proposed PI must have been the PI on a minimum of four (4) previous research projects completed within the last 10 years, from Bid closing date, that involved quantitative and/or qualitative research and analysis in the study of crime prevention. For each project listed, the Bidder must include a detailed description of: • Project title • Project start and end dates; • Description of the work, scope and purpose • Data collection and analysis methods; and • Proposed PI's roles and responsibilities.	
	Note: The experience of multiple resources cannot be combined to satisfy	

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Item	Evaluation Criteria	Demonstrated Compliance
	this criterion.	

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RATED REQUIREMENTS

The proposal will be evaluated and scored in accordance with the rated evaluation criteria described below. It is suggested that each criterion be addressed in depth. Items not addressed will be given a score of zero. It is suggested that the structure of the second part of the proposal follow the rated requirements, that is, use each rated requirement as a header and then explain explicitly how the senior members of the project team meet the rated requirement.

	ublication History			Experience
a s has qua spe pre pre pre pre pre pre pre pre pre p	ne Bidder should demonstrate that senior member of the project team as a publication record of cantitative/qualitative research pecifically related to crime evention. The purposes of this criterion, a ablication record is defined as an ablication was published in an ablications may include scientific porking papers or technical reports ablished through a recognized aniversity, governmental, or non-povernmental institution was ablication of the ablications to the criterion, each ablication must be accompanied by brief description (approx. 75-100 pords), explaining how the work alates to quantitative/qualitative is earch in the crime prevention rea.	Points will be awarded as follows: 20 points: 5 points per publication to a maximum of 20 points; Whereby: 1 publication = 5 points 2 publications = 10 points 3 publications = 15 points 4 publications or more = 20 points. 15 points: 5 points per publication involving a culture-specific component to a maximum of 15 points; 1 publication = 5 points 2 publications = 10 points 3 publications = 10 points 3 publications = 15 points Note: A "culture-specific component" means that the publication deals at least partly with cultural issues with respect to crime prevention, in terms of delivering culturally-relevant program activities, applying culturally-informed evaluation methods, or examining cultural differences in	35	Experience

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	Point Rated Criteria	Scoring	Max Pts	Pts Awarded	Demonstrated Experience
	cannot be combined to satisfy this criterion.	program outcomes.			-
RT2	1	Points will be awarded as follows: Work plan structure • Outlines a clear project schedule aligned with the requirement described in Annex A - Statement of Work; • Tasks, deliverables and estimates are logically organized by phase; • Tasks that are dependent on other tasks are identified; • Tasks relevant, feasible, logical and appropriate; • Identifies which resource is doing which tasks, how much time and level of effort each task is expected to take, and when each task is scheduled to begin and end; • Clearly outlines standard and typical assumptions made; and • Outlines an effective method to manage and communicate variances to	Points will be awarded as follows: 20 points Rated criteria is addressed in-depth, information provided demonstrates a full range of understanding of all of the elements of the rated criteria/requirements described in Annex A – Statement of Work. Bidder receives 100% of the available points for this element. 15 points Information provided demonstrates understanding for most but not all of the elements of the rated criteria/requirements described Annex A - Statement of Work.		
		the proposed project plan as well as manage the	Bidder receives 75% of the available points		

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Point Rated Criteria	Scoring	Max Pts	Pts Awarded	Demonstrated
				Experience
	review and approval process for modifying the baselines. Up to a maximum of 20 points	for this element. 10 points Information provided demonstrates some understanding that is relevant to the stated criteria/requirements described in Annex A - Statement of Work		Experience
		but does not demonstrate a full range of understanding for all elements of the rated criteria. Bidder receives 50% of the available points		
		for this element. 0 points Information provided does not address the criteria and / or demonstrates a minimal understanding that is relevant to the stated		
		criteria/requirements described in Annex A - Statement of Work. Bidder receives 0% for the available points for this element.		

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	Point Rated Criteria	Scoring	Max Pts	Pts Awarded	Demonstrated
RT3	Approach	Points will be awarded as follows:	20		Experience
RT3	Approach The Bidder should provide an approach that they would use to conduct the literature review described in Annex A - Statement of Work.	 Approach Research approach demonstrates an understanding of the requirement described in Annex A - Statement of Work; Role and responsibility assigned to each resource being proposed is appropriate in context of their level of experience, competency, the Bidder's proposed approach and the requirement described in Annex A - Statement of Work; Demonstrates the application of best practices using methodologies, tools and approach when conducting the literature review; and The degree to which the Bidder's proposed approach demonstrates a quality assurance process that can ensure that the literature review conclusions are reasonable and evidence-based; and working papers are professionally crossindexed. 	Points will be awarded as follows: 20 points Rated criteria is addressed in-depth, information provided demonstrates a full range of understanding of all of the elements of the rated criteria/requirements described in Annex A – Statement of Work. Bidder receives 100% of the available points for this element. 15 points Information provided demonstrates understanding for most but not all of the elements of the rated criteria/requirements described Annex A - Statement of Work. Bidder receives 75% of the available points for this element.		

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Up to a maximum of 20 points 10 points Information provided demonstrates some understanding that is relevant to the stated criteria/requirements described in Annex A - Statement of Work but does not demonstrate a full range of understanding for all elements of the rated criteria. Bidder receives 50% of the available points for this element. O points Information provided does not address the criteria and / or demonstrates a minimal understanding that is relevant to the stated Information
Up to a maximum of 20 points Information provided demonstrates some understanding that is relevant to the stated criteria/requirements described in Annex A - Statement of Work but does not demonstrate a full range of understanding for all elements of the rated criteria. Bidder receives 50% of the available points for this element. O points Information provided does not address the criteria and / or demonstrates a minimal understanding that is
criteria/requirements described in Annex A - Statement of Work. Bidder receives 0% for the available

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Point Rated Technical Criteria	Maximum Points	Scoring	Proposal / Resume Reference.
MAXIMUM POINTS AVAILABLE	75		
MINIMUM POINTS REQUIRED	45		

NOTE: Any proposal that fails to achieve the minimum points required will be considered non-compliant and will not receive further consideration