



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :
Public Safety and Emergency Preparedness
Canada
Contracting and Procurement Section

ps.contractunit-unitedecontrats.sp@canada.ca

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: Ministère des Sécurité publique et Protection civile Canada

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

Comments – Commentaires:

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
Ottawa, Ontario
K1A 0P8

Title – Sujet Human Trafficking Multi-Sectoral Training Tools		
Solicitation No. – N° de l'invitation 202101315		Date 2020-10-14
Solicitation Closes – L'invitation prend fin At – à 02:00 PM On – le 2020-11-23		Time Zone Fuseau horaire EDT
Delivery Required – Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Denise Desserud		
Telephone No. – N° de telephone (343) 572-3587		FAX No. – N° de FAX N/A
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 requirement		

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

Four horizontal lines for entering vendor name and address information.

Legal Status (incorporated, registered, etc)

One horizontal line for entering legal status information.

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

One horizontal line for entering registration numbers.

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

Print Name: _____ Title: _____

Signature: _____ Date: _____

Central Point of Contact

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

Name and Title: _____

Telephone: _____ Fax: _____

Email: _____

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



PART 1 – GENERAL INFORMATION

1. INTRODUCTION

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

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

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, Canada-Ukraine Free Trade Agreement, and World Trade Organization-Agreement on Government Procurement (WTO-GPA).

2. DEFINITIONS

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

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

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

3. **Requirement Summary**

Under the National Strategy to Combat Human Trafficking, the Federal Government is seeking to increase public awareness of human trafficking and build capacity in strategic areas to prevent human trafficking from occurring in Canada and internationally. Public Safety Canada (Public Safety) is seeking to develop multi-sectoral human trafficking training tools that are culturally relevant, trauma-informed and gender-responsive for, but not limited to, front-line workers from the following targeted sectors: hospitality, transportation, health care and foreign workers.



PART 1 – GENERAL INFORMATION

The training tools will aim to increase awareness of the indicators and signs of human trafficking and enable employees to effectively identify victims and understand clear reporting procedures or systems.

The human trafficking training tools to be developed under this contract must focus on both sex and labour trafficking and provide clear and consistent information on the signs and indicators of human trafficking and how to report a suspected incident.

4. Terms and Conditions of the resulting Contract

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

5. Period of Work

The period of the Contract is from award to November 30, 2021.

6. Contracting Authority

Denise Desserud
Senior Acquisition Advisor
Public Safety Canada
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8
Tel: 343-572-3587
Fax: 613-954-1871
Email: ps.contractunit-unitedecontrats.sp@canada.ca

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

7. Inspection/Acceptance

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

8. Improvement of Requirement During Solicitation Period

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

9. Debriefings

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

10. Security

There are no security requirements.



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

1. Enquiries - solicitation stage

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

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

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

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

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

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

3. Proposal Validity Period

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

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

The proposal must be signed by the Bidder or by an authorized representative of the Bidder. The signature indicates that the Bidder agrees to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modification or other terms and conditions included in the bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract. **Provision of Signed Page 1 of this RFP may serve as an acceptance to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP.**



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

4.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

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

The standard instructions and conditions 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

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

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

5. Status and Availability of Resources

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

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

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

6. Internal Approvals

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

7. Procurement Ombudsman

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



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Proposal Preparation Instructions:

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

- Section I: Technical Offer (1 electronic copy)
- Section II: Financial Offer (1 electronic copy)
- Section III: Certifications (Part 5 – Certifications) (1 electronic copy)

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

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

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

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 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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Failure to provide a technical proposal with the submission will result in non-compliance and will not be evaluated.

SECTION II: FINANCIAL BID

Bidders must submit their financial bid in accordance with the pricing schedule detailed in Part 4. The total amount of Applicable Taxes must be shown separately.

Failure to provide a financial proposal with the submission will result in non-compliance and the bid will not be evaluated.

SECTION III: CERTIFICATIONS

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

2. Submission of Proposals

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



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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

Bids not received at the aforementioned email address by the closing date and time specified below will not be accepted.

The electronic transmission **must be received on or before 2:00 PM EST, November 23, 2020.**

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

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

Please note that .zip files will be rejected by Government of Canada servers.

3. Evaluation Procedures:

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

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

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

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

Contractor Selection Method is outlined in Part 4 Article 5.



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Evaluation Procedures

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

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

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

2. Experience:

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

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

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

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

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

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

3. MANDATORY REQUIREMENTS

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

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

Bidders are advised that they may only propose the required number of resources identified in the Mandatory Criterion for each category. If a Bidder proposes more than the required number of



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

resources, resources will be evaluated alphabetically by last name of the resource with consideration only given to the required number of resources unless another order of preference is provided by the Bidder. Additional resources proposed by the bidder will neither be considered nor evaluated.

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



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

Item	Mandatory Technical Criterion	Bidder's Response	
M1	<p>The bidder must propose and clearly identify, by name and role, a team of resources who will complete the work. The bidder must also propose a Project Leader.</p> <p>The bidder should submit a detailed resume for each of its proposed resources that should include, at a minimum, the following information:</p> <ul style="list-style-type: none"> - Full name of the individual proposed - Education and academic qualifications - Relevant work experience* <p>*Work experience should demonstrate the duration of each engagement (i.e., Jan 10, 2020 to Jun 11, 2020).</p>	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>
M2	<p>The bidder must demonstrate that the Project Leader has a minimum of 3 years of experience developing training tools within the last 8 years.</p> <p>For each project, the Bidder should provide, at a minimum, the following information:</p> <ul style="list-style-type: none"> - Project Title - Organization - Period of the project (mm/yy to mm/yy) - Role and responsibilities - Description of the training tools developed 	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>
M3	<p>The Bidder must demonstrate that its senior team members have at least 2 years of experience within the 8 years conducting research related to human trafficking. For the purposes of this criterion, the Bidder may combine the experience of multiple resources.</p> <p>For each project, the Bidder should provide, at a minimum, the following information:</p> <ul style="list-style-type: none"> - Project Title - Organization - Period of the project (mm/yy to mm/yy) - Role and responsibilities - Description of the research conducted 	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>

PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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

Definition of Bidder*

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

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

4 POINT RATED TECHNICAL CRITERIA

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

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

NOTE: If the bidder’s technical proposal does not score (35/65) or more of the rated technical criteria, the bidder’s proposal will be deemed non-compliant.

Rated Technical Criteria				
Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
R1	<p>Work Plan The Bidder should provide a comprehensive work plan that includes:</p> <ul style="list-style-type: none"> • shows a logical organization of tasks to be completed and scheduling for the project as per the Statement of Work, including resources to be consulted; and • where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task; and 	<p>Maximum 30 points</p> <p>Points will be awarded per element up to a maximum of 30 points as follows</p> <p>0 points – element is not addressed or incomplete and/or insufficient detail provided</p> <p>2 points – element is unsatisfactorily addressed; it is only partially addressed or is only addressed in a superficial manner</p> <p>4 points – element is satisfactorily addressed; sufficient detail has been provided</p> <p>6 points – element is well addressed and clear</p> <p>Elements evaluated:</p> <ol style="list-style-type: none"> i. A clear and precise breakdown of all tasks to be completed ii. A clear and precise breakdown of each resource’s role within tasks and associated level of effort iii. A breakdown of level of effort per task and per resource is appropriate 	30 points	



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

Rated Technical Criteria				
Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
	<ul style="list-style-type: none"> demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work. identifies the risks and mitigation strategies 	iv. Demonstration that the deadlines and deliverables will be met v. Identification of any risks associated with the timelines, deliverables or outputs and any mitigation strategies		
R2	<p>Approach and Methodology The bidder should provide a comprehensive outline of an approach and methodology to be employed to complete all aspects of the project.</p> <p>Sufficient detail should be provided to clearly demonstrate the approach to the work undertaken and/or delegated by the proposed resource(s) for each element listed in the points breakdown.</p> <p>It should demonstrate a clear understanding of the client needs (a repetition of language from the SOW does not demonstrate understanding), the project objectives and, the scope of work. It should also include the proposed data gathering strategies, the advantages and disadvantages of the methodologies/ approaches, as well as strategies to mitigate possible challenges that</p>	<p>35 points - Excellent methodology and approach <u>Clear and complete with convincing details on all of the points below:</u></p> <ul style="list-style-type: none"> understanding of project objectives; understanding of what is included in scope of the work to be completed; proposed data gathering strategy for the research requirements under the objectives section of the SOW; identified advantages and disadvantages of the proposed approach and methodology; and, strategies to mitigate possible challenges. <p>27 points - Very Good methodology and approach <u>Clear and complete with convincing details on at least 4 out of 5 of the points listed below:</u></p> <ul style="list-style-type: none"> understanding of project objectives; understanding of what is included in scope of the work to be completed; proposed data gathering strategy for the research requirements under the objectives section of the SOW; identified advantages and disadvantages of the proposed approach and methodology; and, strategies to mitigate possible challenges. <p>19 points Good methodology and approach <u>Clear and complete with convincing details on at least 3 out of 5 of the points listed below:</u></p> <ul style="list-style-type: none"> understanding of project objectives; understanding of what is included in scope of the work to be completed; proposed data gathering strategy for the research requirements under the objectives section of the SOW; 	35 points	



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

Rated Technical Criteria				
Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
	could arise during the project.	<ul style="list-style-type: none"> identified advantages and disadvantages of the proposed approach and methodology; and, strategies to mitigate possible challenges. <p>10 points Good methodology and approach <u>Clear and complete with convincing details on at least 2 out of 5 of the points listed below:</u></p> <ul style="list-style-type: none"> understanding of project objectives; understanding of what is included in scope of the work to be completed; proposed data gathering strategy for the research requirements under the objectives section of the SOW; identified advantages and disadvantages of the proposed approach and methodology; and, strategies to mitigate possible challenges. <p>0 points - Poor methodology and approach <u>Either a methodology and approach is not submitted or the approach and methodology submitted is incomplete with insufficient detail provided on 1 or less of the points listed below:</u></p> <ul style="list-style-type: none"> understanding of project objectives; understanding of what is included in scope of the work to be completed; proposed data gathering strategy for the research requirements under the objectives section of the SOW; identified advantages and disadvantages of the proposed approach and methodology; and, strategies to mitigate possible challenges. 		
Maximum points:			65 points	
Overall Minimum Points Required to Pass:			35 points	



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

5. BASIS OF SELECTION

Basis of Selection – Highest Combined Rating Technical Merit (70%) and Price (30%)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical; and
 - c. obtain the required minimum of 35 points overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) 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 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

6. FINANCIAL PROPOSAL

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

6.1 Pricing Schedule

6.1.1 Professional Services – (Table 1)

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

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

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

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

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

6.1.2 Direct Expenses (Table 2)

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



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

6.1.3 Subcontracts (Table 3)

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

6.1.4 TOTAL

Professional Services CEILING PRICE (Table 1)	\$
Direct Expenses (Table 2)	\$
Subcontracts (Table 3)	\$
TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING TAXES)	\$
Applicable Taxes	
Total	

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.



PART 5 - CERTIFICATIONS

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

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

1. Certifications Required with Bid

The certification included in Articles 1.1 and 1.2 to Part 5, Certifications, must be duly completed and submitted by the Bidder as part of its bid. Should this not be part of the Bidder's proposal, the Contracting Authority reserves the right to request the certification prior to evaluations. Failure to provide the certification within the prescribed timeframe may result in disqualification.

1.1. CERTIFICATION 1A – ACCEPTANCES OF TERMS AND CONDITIONS

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 202101315** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

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

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

2. Certifications Precedent to Contract Award

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



PART 5 - CERTIFICATIONS

2.1 CERTIFICATION 2

CERTIFICATION OF EDUCATION / EXPERIENCE:

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

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

2.2 CERTIFICATION 3- Certification of Availability and Status of Personnel

2.2.1 Availability of Personnel:

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

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

(signature)

(Name and Title)

(Date)

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

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

AVAILABILITY AND STATUS OF PERSONNEL

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

Signature of Proposed Personnel

Date



PART 5 - CERTIFICATIONS

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

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

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

2.4 CERTIFICATION 5- CONFLICT OF INTEREST

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

Signature

Date

2.5 CERTIFICATION 6 – FORMER PUBLIC SERVANT

Former Public Servant Certification

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

Definitions

For the purposes of this clause,

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

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

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

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



PART 5 - CERTIFICATIONS

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

STATEMENT:

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

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

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



PART 5 - CERTIFICATIONS

2.6 Basis for Canada's Ownership of Intellectual Property

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: when the Contractor declares in writing that he/she is not interested in owning the Foreground.

The Bidder concurs with the foregoing.

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date



PART 6 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex “A” and the bidder’s technical proposal in response to RFP **202101315**

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

2.1 General Conditions

2035 – (2020-05-28), General Conditions - Higher Complexity – Services

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

2.2 SACC Clauses

4007 - (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information
A9117C (2007-11-30), T1204 – Direct Request by Customer Department
A9014C (2006-06-16) – Instructions to Bidders/Contractors – Specific Persons

Specific Person

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

2.2.1 Gender-Based Analysis Plus (GBA+)

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

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

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

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



PART 6 – RESULTING CONTRACT CLAUSES

2.2.2 Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca , by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca . For more information about OPO, including the available services, please visit the OPO website.

Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3) (d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca , or by web at www.opo-boa.gc.ca.

Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca , by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

3. Security Requirement

This document is UNCLASSIFIED, however;

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

4. Term of Contract

4.1 Period of Contract

The period of the Contract is from award to November 30, 2021.



PART 6 – RESULTING CONTRACT CLAUSES

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Denise Desserud
Senior Acquisition Advisor
Public Safety Canada
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8
Tel: 343-572-3587
Fax: 613-954-1871

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

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

To be identified at Contract award.

Name of Project Authority
Title
Department
Branch / Directorate
Address
Telephone:
Facsimile:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

To be determined.

Name of Contractor's Representative
Title
Telephone:
Facsimile:
E-mail address:



PART 6 – RESULTING CONTRACT CLAUSES

6. Payment

6.1 Basis of Payment – Ceiling Price

In consideration of the Contractor satisfactorily completing all of its obligations under this contract, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a ceiling price of \$ _____ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

7. Invoicing Instructions

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

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

7.3 Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;

7.4 In the ongoing efforts of being a department that contributes to the greening initiative, as well as to improve our efficiencies when processing invoices, Public Safety Canada is moving towards receiving all invoices electronically from vendors. We ask, where possible, that vendors send their invoices electronically and do not send their invoices in paper format through regular postal mail services.

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

8. Certifications

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

9. Applicable Laws

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

10. Priority of Documents

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



PART 6 – RESULTING CONTRACT CLAUSES

- (a) the Articles of Agreement;
- (b) Supplemental General Conditions 4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information
- (c) the General Conditions 2035 – (2020-05-28), General Conditions - Higher Complexity – Services
- (d) SACC A9117C, T1204 - Direct Request by Customer Department (2007-11-30)
- (e) SACC A9014C, Instructions to Bidders/Contractors – Specific Persons (2006-06-16)
- (f) Annex “A”, Statement of Work;
- (g) Annex “B”, Basis of Payment
- (h) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*) in response to RFP **202101315**

11. Work Permit and Licenses

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

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

12 Joint venture

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

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

13. Conflict of Interest

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Bidder hereby certifies that the Contractor and any proposed individual(s) assigned to perform any work under the contract and for the entire period of 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.

14. Conflict of Interest- Other Work

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



PART 6 – RESULTING CONTRACT CLAUSES

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

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

15. Non-Permanent Resident

Non-Permanent Resident

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

16. 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.

17. Insurance

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



ANNEX A – STATEMENT OF WORK

1. TITLE

Human Trafficking Multi-Sectoral Training Tools

2. BACKGROUND

As part of Public Safety’s regional and national human trafficking consultations in Fall 2018, front-line workers in a number of sectors, including the hospitality, transportation, health care and foreign workers sector (i.e. food services, agriculture, caretaker, and construction), were identified as a key audience that requires additional education and training on human trafficking. In response to this, the Federal Government announced its intention to develop of human trafficking multi-sectoral training tools under the National Strategy to Combat Human Trafficking. The development of training tools for multiple sectors will also help these sectors respond to the National Inquiry into Missing and Murdered Indigenous Women and Girls - Call for Justice 8.1, which states:

“We call upon all transportation service providers and the hospitality industry to undertake training to identify and respond to sexual exploitation and human trafficking, as well as the development and implementation of reporting policies and practices.”

There is a growing need to raise awareness of human trafficking among the general public and within key sectors. A number of human trafficking awareness initiatives have been undertaken by stakeholders in a variety of industries, including hotel organizations and airline associations. This includes the development of training materials and hosting training sessions for employees. In addition, there are various tools available globally that may be accessible to Canadian organizations. For example, training modules on human trafficking and reporting protocols have been developed by the International Air Transport Association. The Department of Homeland Security, Customs and Border Protection and the U.S. Department of Transportation have developed the U.S. Blue Lightning Initiative, which aims to train airline personnel to identify potential victims and traffickers and report to federal law enforcement.

With this in mind, it is important for the Government of Canada to develop multi-sectoral training tools that are relevant and applicable in the Canadian context, which will raise awareness of human trafficking occurring in Canada and to provide clear and consistent reporting mechanisms for key priority sectors and for all Canadians.

3. CONTEXT

Under the National Strategy to Combat Human Trafficking, the Federal Government is seeking to increase public awareness of human trafficking and build capacity in strategic areas to prevent human trafficking from occurring in Canada and internationally. Public Safety Canada (Public Safety) is seeking to develop multi-sectoral human trafficking training tools that are culturally relevant, trauma-informed and gender-responsive for, but not limited to, front-line workers from the following targeted sectors: hospitality, transportation, health care and foreign workers. The training tools will aim to increase awareness of the indicators and signs of human trafficking and enable employees to effectively identify victims and understand clear reporting procedures or systems.

The human trafficking training tools to be developed under this contract must focus on both sex and labour trafficking and provide clear and consistent information on the signs and indicators of human trafficking and how to report a suspected incident.

4. OBJECTIVES

The primary objective of the work described herein is to provide a comprehensive set of human trafficking training tools to increase awareness amongst front-line workers in the transportation, hospitality, health care, and foreign workers sectors of the indicators and signs of human trafficking; enable employees to effectively identify victims; and, ensure employees understand clear reporting procedures or systems.



ANNEX A – STATEMENT OF WORK

The contractor must conduct research on addressing human trafficking to ensure a number of key factors are being considered when developing the material. This includes applying a trauma-informed, culture-sensitive and gender-responsive lens to the development process. In addition, the contractor must conduct in-depth research on existing human trafficking training tools to help identify what human trafficking would look like for each sector.

The contractor must develop a set of online training tools for each of the four sectors, with the exception of the transportation sector which must include two sets of training tools. The transportation sector, which will focus on road, air, rail and marine transportation, must include a separate set of training tools for road transportation and another set of tools for air, rail and marine transportation. This separation will ensure the training tools inform the variance in how victims can be identified and reported in a road transportation scenario, such as traveling alone in an Uber or taxis and the driver reporting the incident directly to law enforcement or the Canadian Human Trafficking Hotline. In comparison, victims identified and reported in air, rail or marine transportation may be more likely to travel with a suspected trafficker and the ticketing agent reporting the incident may be required to follow an employee incident-reporting protocol.

For each sector, a set of training tools must include a brief module (i.e. 6-7 page powerpoint presentation), a one-page infographic, and a fact sheet. All training tools should be accessible and user-friendly, i.e. downloadable and printable. A set of training tools must include the following elements for each sector:

- Clear definition of human trafficking, including sex and labour trafficking, in alignment with the *Criminal Code*;
- Identify vulnerable populations: women and children from Indigenous communities, migrants and new immigrants, LGBTQ2+ persons, persons with disabilities, at-risk youth, runaway youth, and youth in the child welfare system;
- Potential scenarios of human trafficking incidents;
- Key signs and indicators of victims of human trafficking;
- Key signs and indicators of traffickers;
- Clear reporting protocols for suspected human trafficking incidents, including a distinction between contacting the Canadian Human Trafficking Hotline for tips and referrals and contacting law enforcement agencies for immediate assistance.
- Type of information to report when contacting law enforcement or the Hotline; and,
- Consideration of existing sector-specific reporting protocols and of front-line workers that may have direct interaction with victims.

5. TASKS

The tasks to be completed by the contractor include, but are not necessarily limited to, the following:

- 5.1 Within one week of contract award, the contractor must attend a kick-off meeting with the Public Safety (PS) Project Authority to discuss the overall scope of the work, the provisional approach and methodology and provisional work plan. This meeting will take place by teleconference or at Public Safety Canada's facilities in Ottawa.
- 5.2 Review key internal and external documents identified or provided by the PS Project Authority to obtain contextual information. Identify additional information required to conceptualize the aim, objectives, scope and requirements of the mandate.
- 5.3 Within two weeks of the kick-off meeting, the Contractor must write and submit an updated approach and methodology and work plan to the PS Project Authority for review and approval.
- 5.4 Upon receiving approval from the PS Project Authority on the approach and methodology and work plan, conduct research on human trafficking to ensure key factors are being considered and incorporated into the



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developed materials. This includes applying a trauma-informed, culture-sensitive and gender-responsive lens to the development process. In addition, the contractor must conduct in-depth research to identify what human trafficking looks like in each of the four sectors.

- 5.6 Develop and submit to the PS Project Authority an outline of each set of training tools for each of the following four sectors: the transportation sector (a set of tools for road transportation and a set of tools for air, rail and marine transportation); hospitality sector; foreign workers sector; and the health care sector. Upon receipt of PS approval of the outline, the contractor must complete the draft set of training tools for each sector.
- 5.7 Within approximately two weeks of submitting a draft set of training tools, the PS Project Authority will provide the contractor with feedback and may request changes to be incorporated in the final deliverables. All documents and final products must within the scope of the “Objectives” section in this Statement of Work and must follow the approved work plan. The contractor must identify any challenges faced or any anticipated concerns with the delivery of the final deliverables.
- 5.8 After all final deliverables are submitted to the PS Project Authority, the Project Authority will provide the contractor with feedback and may request changes to the final products.
- 5.9 Throughout the duration of the contract, and as needed, the contractor must liaise with the PS Project Authority and other PS officials by email, teleconference, or in-person meetings, including to provide status updates. The contractor must proactively inform the PS Project Authority of any planned modifications or challenges/difficulties that could affect the final deliverables or final dates.

6. DELIVERABLES AND SCHEDULE

- 6.1 The contractor will be expected to start work within one week of the contract award.
- 6.2 The following deliverables are required during the course of the contract:

Project Schedule		
Deliverable	Timeline	Milestone Date
1) Revised work plan and approach and methodology	Two weeks after contract award	Two weeks after contract award
2) Outline of each of the sets of training tools	Prior to drafting the sets of training tools	TBD
3) Final sets of training tools for the transportation sector (module, infographic and fact sheet)	90 calendar days after finalizing the work plan	February 2021
4) Final set of training tools for the hospitality sector (module, infographic and fact sheet)	90 calendar days after TA approval of transportation sector training tools	May 2021
5) Final set of training tools for the foreign workers sector (module, infographic and fact sheet)	90 calendar days after TA approval of hospitality sector training tools	August 2021



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6) Final set of training tools for the health care sector (module, infographic and fact sheet)	90 calendar days after TA approval of foreign workers sector training tools	November 2021
Status reports	Ongoing, as needed	October 2020 – November 2021

- 6.3 Draft set of training tools must be submitted to the PS Project Authority for their review, feedback and approval.
- 6.4 Deliverables will only be considered final upon written confirmation by the PS Project Authority.
- 6.5 All services provided by the contractor under the contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the contract. If the contractor must correct or replace the work or any part of the work, it will be at no cost to the Government of Canada.
- 6.6 The contractor must provide all electronic copies of deliverables using the Microsoft Office suite of software (version 2010).

7. 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 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.

8. 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, 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.

9. 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.

10. LOCATION OF WORK

The contractor must conduct the work at their own facilities; however, the contractor must be available to participate in regular teleconference meetings with Public Safety.

Any travel that is required for meetings, presentations, etc., may be reimbursed according to the Treasury Board of Canada Secretariat’s *Directive on Travel, Hospitality, Conference and Event Expenditures*, which may be consulted



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at <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27228>. Please note the contractor will be required to seek TA approval prior to the contractor's departure for travel.

The contractor must take into consideration the current pandemic environment, and shall follow Public Health Agency of Canada guidelines on how to mitigate the risk of spread of the virus to themselves and others, regardless of location of work.

11. POLICY ON GREEN PROCUREMENT

In April 2006, and as revised on May 14, 2018, the Government of Canada issued the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>) that directs federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. To assist Canada in reaching its objectives, the Contractor should undertake the following when performing the Work:

- 11.1 Provide and transmit draft and final deliverables in electronic format.
- 11.2 Print on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest such as: Canadian Standards Association; Forest Stewardship Council; Sustainable Forestry Initiative; Ecologo certification, etc.
- 11.3 Print double sided in black and white format.
- 11.4 Recycle (shred) unneeded printed documents in accordance with security requirements of the contract.



ANNEX B – BASIS OF PAYMENT

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

(to be filled in at contract award):

Canadian Customs Duty and GST/HST extra.

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

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

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

2 Method of Payment

Canada will 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 documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"

3. Payment Period

- 3.1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section entitled Interest on Overdue Accounts of the general conditions.
- 3.2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the



ANNEX B – BASIS OF PAYMENT

date specified in subsection 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

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

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

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