



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

[ps.contractunit-  
unitedecontrats.sp@canada.ca](mailto: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:**

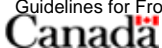
**Instructions: See Herein**  
**Instructions: Voir aux présentes**

**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  
13<sup>th</sup> Floor, Office 13B  
Ottawa, Ontario  
K1A 0P8

<b>Title – Sujet</b> <b>Guidelines for Front-line Community Workers on Forced Labour</b>	
<b>Solicitation No. – N° de l'invitation</b> 202102603	<b>Date</b> 2021-03-31
<b>Solicitation Closes – L'invitation prend fin</b> At – à <b>02:00 PM</b> On – le <b>2021-05-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> EDT
<b>Delivery Required – Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Denise Desserud	
<b>Telephone No. – N° de telephone</b> (343) 572-3587	<b>FAX No. – N° de FAX</b> N/A
<b>Destination – of Goods, Services and Construction:</b> <b>Destination – des biens, services et construction:</b> Public Safety Canada 269 Laurier Avenue West, Ottawa, Ontario K1A 0P8	
<b>Security – Sécurité</b> No security requirement	

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>
<b>Telephone No. – N° de telephone</b> <b>Facsimile No. – N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom due fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>
<b>Signature</b> <span style="float: right;"><b>Date</b></span>





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

**Vendor Name and Address**

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**Legal Status (incorporated, registered, etc)**

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

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**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.**



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## PART 1 – GENERAL INFORMATION

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### 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 Annexes include the Annex A Statement of Work, Annex B - Basis of Payment, Annex C - Security Requirements Check List, Annex D - Task Authorization Form

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**

Bid solicitation # **202102603**, issued for work to be conducted in two phases.



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## PART 1 – GENERAL INFORMATION

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This project will have a phased approach, which will include two phases. At the end of Phase I, the Project Authority will assess the progress of the project to determine if the results to date warrant proceeding to Phase II, by means of a task authorization authorizing Phase II services.

The Contractor will then be notified in writing by the Contracting Authority to either proceed with the next phase or that Canada wishes to terminate the Contract without further liability.

The level of effort required from the contractor for Phase II will be determined and negotiated at the end of Phase I. In no event will the Contractor be paid for any costs incurred for work performed on any unauthorized phase.

In the case Canada wishes to proceed with Phase II, Canada may at its discretion choose to have the Contractor perform, if any, a portion or the whole of the services described in Annex A, the Statement of Work, or have completed, in whole or in part, the services in Phase II, any time, by means of any other contracting method.

Phase I is for the development of a Background Report and Guidelines is to be conducted on firm price on a Ceiling price basis.

Phase II is for the development of a Training module and tools, including any other similar work, to be conducted under a task-based professional services basis using the basis of payment from Phase I with the method of payment (ceiling price) and Phase II to be determined, at TA issuance.

**The estimated value for the requirement is \$135,000 (applicable taxes extra) with (Phase I estimated at 66% and Phase II at 34%).**

**\*Note Phase II will have a ceiling of 200K however work will be subject to the issuance of task authorizations for required work\***

#### **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 March 31<sup>st</sup>, 2022 with two additional one (1) year options.

#### **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](mailto: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.



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## PART 1 – GENERAL INFORMATION

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### **8. Improvement of Requirement During Solicitation Period**

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

### **9. Debriefings**

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

### **10. Security**

There are no security requirements.



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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### 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.**

#### 4.1 Standard Instructions, Clauses and Conditions



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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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](mailto: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](http://www.opo-boa.gc.ca).



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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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### 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.

**Instructions to Bidders: 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.

**Instructions to Bidders: 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.

The only acceptable email for proposal submission is: [ps.contractunit-unitedecontrats.sp@canada.ca](mailto:ps.contractunit-unitedecontrats.sp@canada.ca)





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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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**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, May 11<sup>th</sup>, 2021.**

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.**

### **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



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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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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, developing training tool or carrying out literature review", 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 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.

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.



**PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES**

Mandatory Technical Criteria		
Number	Mandatory Technical Criteria	Demonstrated Compliance
M1	<p>The bidder must propose and clearly identify, by name and role, a team of resources who will complete the work described in Annex A Statement of Work. The Bidder must describe the structure of the team and include a description of the role that each resource will undertake.</p> <p>The bidder must propose a team at minimum of three (3) resources and of as many they require. The team must be comprised at minimum of a Project Leader (Principal Researcher), an additional Researcher and a Training Specialist.</p> <p>One (1) senior member of the team must be bilingual in both official languages.</p> <p>The bidder must submit an up-to-date detailed resume for each of its proposed resources that should include, at a minimum, the following information:</p> <p>Full name of the individual proposed Education and academic qualifications Relevant work experience* Role proposed on the project</p> <p>*Work experience must demonstrate the duration of each engagement (i.e., Jan 10, 2020 to Jun 11, 2020).</p>	
M2	<p>The Bidder must demonstrate that the Principal Researcher / Project Leader has a minimum of five (5) years of experience working with populations affected by forced labour within the last 10 years.</p>	
M3	<p>The bidder must demonstrate that a proposed senior team member has worked on a minimum of three (3) projects where the proposed resource developed adult learning training tools within the last 10 years.</p>	



**PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES**

	<p>For each project, the Bidder should provide, at a minimum, the following information:          Project Title          Organization          Period of the project (mm/yy to mm/yy)          Role and responsibilities          Scope and Description of the project</p>	
M4	<p>The bidder must demonstrate that a proposed senior team member has worked on a minimum of three (3) projects where the proposed resource developed guidelines within the last 10 years.</p> <p>For each project, the Bidder should provide, at a minimum, the following information:          Project Title          Organization          Period of the project (mm/yy to mm/yy)          Role and responsibilities          Scope and Description of the project</p>	
M5	<p>The Bidder must demonstrate that the proposed senior team members have a minimum of three (3) years of experience in conducting research related to forced labour within the last 10 years.</p> <p>For each project, the Bidder should provide, at a minimum, the following information:          Project Title          Organization          Period of the project (mm/yy to mm/yy)          Role and responsibilities          Scope and Description of the project</p>	
M6	<p>The Bidder must demonstrate that a proposed senior team member has worked on a</p>	



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**PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES**

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	<p>minimum of three (3) years of experience working on anti-human trafficking efforts within the last 10 years.</p> <p>For each project, the Bidder should provide, at a minimum, the following information:</p> <ul style="list-style-type: none"><li>Project Title</li><li>Organization</li><li>Period of the project (mm/yy to mm/yy)</li><li>Role and responsibilities</li><li>Scope and Description of the project</li></ul>	
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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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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 (70/100) or more of the rated technical criteria, the bidder’s proposal will be deemed non-compliant.**

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 rated requirement is met.

**PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES**

Rated Technical Criteria			
Number	Criteria	Scoring	Demonstrated Compliance
R1	<p><b>Work Plan</b> The Bidder should provide a work plan that they would use to conduct the work described in Annex A - Statement of Work.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• Outlines a clear and appropriate project schedule, including resources to be consulted, aligned with the requirement described in Annex A - Statement of Work;               <ul style="list-style-type: none"> <li>○ Tasks, deliverables and estimates are logically organized by phase;</li> <li>○ Tasks that are dependent on other tasks are identified;</li> <li>○ Tasks are relevant, feasible, logical and appropriate.</li> </ul> </li> </ul> <p>10 points</p> <ul style="list-style-type: none"> <li>• 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;</li> </ul> <p>5 points</p>	<p>30 Points</p> <p>Points will be awarded as follows:</p> <p><b>100 %:</b> 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.</p> <p>Bidder receives 100% of the available points for this element.</p> <p><b>80%:</b> Information provided demonstrates understanding for most but not all of the elements of the rated criteria/requirements described Annex A - Statement of Work.</p> <p>Bidder receives 80% of the available points for this element.</p> <p><b>60%:</b> 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.</p> <p>Bidder receives 60% of the available points for this element.</p> <p><b>0%:</b> 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.</p>	



**PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES**

Rated Technical Criteria			
Number	Criteria	Scoring	Demonstrated Compliance
	<ul style="list-style-type: none"> <li>demonstrates that the level of effort is appropriate for the scope and tasks outlined in the Statement of Work; 5 points</li> <li>Clearly outlines standard and typical assumptions made; and 5 points</li> <li>Outlines an effective method to manage and communicate variances to the proposed project plan as well as manage the review and approval process for modifying the baselines. 5 points</li> </ul> <p><b>Up to a maximum of 30 points as per individual element point allocation.</b></p>	Bidder receives 0% for the available points for this element.	
<b>R2</b>	<b>Approach and Methodology</b>	<b>70 points</b>	



**PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES**

Rated Technical Criteria			
Number	Criteria	Scoring	Demonstrated Compliance
	<p>The bidder should provide a comprehensive outline of the 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).</p> <p>Elements            Approach demonstrates an understanding of the requirement described in Annex A - Statement of Work</p> <p>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;</p> <p>Demonstrates a comprehensive approach of how trauma, culture, vulnerable populations and gender sensitivities will be considered and applied in the deliverables.</p> <p>Demonstrates the application of best practices for methodologies, tools, data gathering strategies (limitations and methods to ensure integrity of the data</p>	<p>Pass mark: 42 points</p> <p>Failure to achieve 42 points will result in a determination of non-compliance of the Bidder’s proposal.</p> <p>Points will be awarded as follows:</p> <p>Each element will be evaluated separately and points will be distributed per element based on the point weight breakdown below. Points will be awarded according to the following qualitative ruler.</p> <p>100%: Information submitted by the Bidder demonstrates an in-depth and a full range of understanding for all elements of the work described in Annex A – Statement of Work. Bidder receives 100% of the available points for this element.</p> <p>80%: Information submitted by the Bidder demonstrates an understanding for most but not all of the elements of the work described at Annex A – Statement of Work. Bidder receives 80% of the available points for this element.</p> <p>60%: Information submitted by the Bidder demonstrates some understanding and addresses only some of the elements of the work described at Annex A – Statement of Work. Bidder receives 60% of the available points for this element.</p> <p>0%: Information submitted by the Bidder does not demonstrate an understanding or only demonstrates a minimal understanding of the work as described at Annex A – Statement of Work. Bidder receives 0%</p>	



**PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES**

Rated Technical Criteria			
Number	Criteria	Scoring	Demonstrated Compliance
	<p>collected) to when conduct described in Annex A – Statement of Work;</p> <p>The degree to which the Bidder’s proposed approach demonstrates a quality assurance process that can ensure that the deliverables’ approach and conclusions are reasonable and evidence-based; and working papers are professionally cross-indexed.</p> <p>Demonstrates the advantages and disadvantages of using the approach described in Annex A – Statement of Work</p> <p>Demonstrate and proposes a Training Module that will support the deliverables in Phase I and the outcome as described in Annex A – Statement of Work.</p> <p>Demonstrates how the three deliverables will be interlinked and developed to complement one another.</p> <p>Up to a maximum of 42 points for all of the elements.</p>	<p>for the available points for this element.</p>	
		<b>Maximum points:</b>	<b>100</b>
		<b>Overall Minimum Points Required to Pass:</b>	<b>70</b>



## 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 70 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 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		97/100	89/100	88/100
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$97/100 \times 70 = 70$	$89/100 \times 70 = 62.3$	$88/100 \times 70 = 61.6$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		94.55	89.3	91.60
<b>Overall Rating</b>		1st	3rd	2nd

### 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:



## PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

### 6.1 Pricing Schedule

#### 6.1.1 Professional Services

##### Phase I (Table 1)

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
Principal Researcher / Project Leader			
Additional Researcher (s)			
Training Specialist (s)			
Others as required			
Others as required			
Others as required			
<b>Ceiling Price:</b>			

The firm per diem rates proposed in Phase I will form the basis of payment for task Authorization issued for Phase II and other work.

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

**Bidder must ensure that they proposed resources for each role that will be required for all Phases of the requirement. Task Authorizations for Phase II will use the basis of payment established for Phase I**

**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><b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work <b>at actual cost</b> 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><b>Subcontracts: at actual cost with mark-up.</b> 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

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

**Note: Public Safety Canada is evaluating the financial proposals based on the proposed cost for Phase 1. A Ceiling rate for Phase II has been established at 200K and will form part of any resulting contract. Work proposed under Task Authorization for Phase II will be based on the per diems of proposed resources in Phase I and subject to negotiation based on the work required.**

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 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 0202102603 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.

#### 2.1 CERTIFICATION 2



## PART 5 - CERTIFICATIONS

### 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

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



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## PART 5 - CERTIFICATIONS

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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](http://publiservice.gc.ca/services/fcp-pcf/index_f.htm)" list ([http://publiservice.gc.ca/services/fcp-pcf/index\\_f.htm](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 it 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*.

#### Former Public Servant in Receipt of a Pension





**PART 5 - CERTIFICATIONS**

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



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## PART 5 - CERTIFICATIONS

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### 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.

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Name of Bidder

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Name of duly authorized representative of Bidder

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Signature of duly authorized representative of Bidder

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Date



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## PART 6 – RESULTING CONTRACT CLAUSES

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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 0202102603.

#### 1.1 Optional Goods or Services, or both

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a Task Authorization for Phase II.

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

#### 1.2 Task Authorization

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

B. With respect to the Work mentioned under paragraph A of this clause,

1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
2. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor’s own risk and expense;
3. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
4. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D Task Authorization Form. An authorized TA is a completed Annex D signed by the Contract Authority.

#### C. TA Process

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

- the task or revised task description of the Work required, including:
  - the details of the activities or revised activities to be performed;
  - a description of the deliverables or revised deliverables to be submitted; and
  - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task and, as applicable, the associated schedule of milestones.



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## PART 6 – RESULTING CONTRACT CLAUSES

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- D.** Within 5 calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:
1. the total estimated cost proposed for performing the task or, as applicable, revised task;  
  
a breakdown of that cost in accordance with Annex B, to be provided, as applicable, per milestone contained in the Schedule of Milestones ;  
  
and; for each resource proposed by the Contractor for the performance of the Work required:  
  
the name of the proposed resource;  
the resume of the proposed resource; and  
a demonstration that the proposed resource meets :  
the Contract security requirements;
- E.** TA Authorization
1. The TA Authority will authorize the TA based on:
    - the request submitted to the Contractor pursuant to paragraph E of this clause;
    - the Contractor's response received, submitted pursuant to paragraph F of this clause; and
    - the agreed total estimated cost for performing the task or, as applicable, revised task and, as applicable, the breakdown of that cost per milestone contained in the Schedule of Milestones.
  2. The TA Authority will authorize the TA provided that each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph G.3 of this clause.
  3. The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).
- F.** Minimum Work Guarantee - All the Work - Authorized TAs
1. "Maximum Contract Value" means the sum specified in Contract clause 6.3 (Canada's Total Liability, Cumulative Total of all authorized TAs and "Minimum Contract Value" means \$1.
  2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
  3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
  4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.
- J.** Periodic Usage Reports - Contracts with TAs



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## PART 6 – RESULTING CONTRACT CLAUSES

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1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs J.3 and J.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a “NIL” report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
  - the TA number appearing on the TA form;
  - the date the task was authorized appearing on the TA form;
  - the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
  - the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
    - the TA revision number;
    - the date the revision to the task was authorized;
    - the authorized increase or decrease (Applicable Taxes extra);
    - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
    - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
    - the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
    - the total amount of Applicable Taxes invoiced;
    - the total amount paid, Applicable Taxes included;
    - the start and completion date of the task (as last revised, as applicable); and
    - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).
4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
  - the sum (Applicable Taxes extra) specified in clause 6.3, Canada’s Total Liability, (insert as applicable : “Cumulative Total of all Authorized TAs ” or “Portion of the Work - Cumulative Total of all Authorized TAs”) , as last amended, as applicable);
  - the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
  - the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
  - the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
  - the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

### 2. Work Authorization



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## PART 6 – RESULTING CONTRACT CLAUSES

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Despite any other condition of the Contract, the Contractor is only authorized to perform the Work described in the Statement of Work in Annex A required to complete Phase I of the Contract. Upon completion of the phase, the Work will be reviewed before the Contractor is authorized to commence any Work described in Phase II of the Statement of Work in Annex A. Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with Phase II, the Contracting Authority will advise the Contractor in writing to commence work on Phase II. The Contractor must immediately comply with the notice.

If Canada decides not to proceed with Phase II, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

### 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.



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## PART 6 – RESULTING CONTRACT CLAUSES

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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.

### 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](mailto:boa.opo@boa-opo.gc.ca) , by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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](mailto:boa.opo@boa-opo.gc.ca) , or by web at [www.opo-boa.gc.ca](http://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](mailto:boa.opo@boa-opo.gc.ca) , by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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 March 31<sup>st</sup>, 2022.



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## PART 6 – RESULTING CONTRACT CLAUSES

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### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

### 4.3 Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of six months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

### 4.4 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## 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](mailto: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





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## PART 6 – RESULTING CONTRACT CLAUSES

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The Project Authority for the Contract is:

*To be identified at Contract award.*

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

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

### 5.3 Contractor's Representative

*To be determined.*

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

## 6. Payment

### 6.1 Basis of Payment – Ceiling Price – Phase I

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.

### 6.2 Authorized TA - Phase II

#### TA subject to a Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work specified in the Phase II Statement of Work, Annex "A", and the agreed upon level of effort to a ceiling price of \$ (**200,000 Amount to be inserted at Contract award**), determined in authorized TA in accordance with the basis of payment in Annex B to the limitation of expenditure specified in the authorized TA.

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



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## PART 6 – RESULTING CONTRACT CLAUSES

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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.

Note: Milestone payments for Phase II will be established upon or after the completion of Phase I.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

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

whichever comes first.

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

### 6.3 Canada's Total Liability

#### Portion of the Work - Cumulative Total of all authorized TAs

- A. With respect to the portion of the Work that is to be performed under the Contract on an “as and when requested basis”, Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - 1. when it is 75 percent committed, or
  - 2. four (4) months before the contract expiry date,
  - 3. as soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure [contract clause 6.2], TA subject to a Limitation of Expenditure], whichever comes first.
- D. 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.



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## PART 6 – RESULTING CONTRACT CLAUSES

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### 6.4 Method of Payment

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

- For the Work specified in an authorized firm lot price TA; or
- For the Work specified in an authorized firm unit price TA; or
- “For the Work specified in an authorized TA subject to a limitation of expenditures.

#### 6.4.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

#### 6.4.2 Milestone Payments - Not subject to holdback

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 claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

#### 6.4.3 Monthly Payment

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

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

#### 6.4.4 Advance Payment

Canada will pay the Contractor in advance for the Work 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.

### 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.



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## PART 6 – RESULTING CONTRACT CLAUSES

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- 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](mailto: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.

- (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 signed Task Authorizations (including all of its annexes, if any) **(if applicable)**; and
- (i) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)*, as amended \_\_\_\_\_ *(insert date(s) of amendment(s) if applicable)* in response to RFP 0202102603

### 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.



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## PART 6 – RESULTING CONTRACT CLAUSES

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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:

- 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)

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## PART 6 – RESULTING CONTRACT CLAUSES

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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.



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## ANNEX B – BASIS OF PAYMENT

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### 1. TITLE

#### **Guidelines for Front-line Community Workers on Forced Labour**

### 2. BACKGROUND

#### *Human Trafficking*

Human trafficking, also referred to as trafficking in persons, involves the recruitment, transportation, or harbouring of persons for the purpose of exploitation, generally for sexual exploitation or forced labour. It is a complex, far-reaching, and highly-gendered crime.

Human traffickers exploit human vulnerabilities created by poverty, sexism, racism, income inequality, and a lack of education, social supports, and employment opportunities. It is facilitated by many factors, including the vulnerability of particular populations to exploitation, and the demand for low-cost goods and services. For its perpetrators, also referred to as traffickers, it can be a low-risk, highly-profitable endeavour believed to be one of the fastest-growing crimes on a global basis, according to the United Nations Office on Drugs and Crime (UNODC).

Traffickers use various methods to lure and groom potential victims. These methods often include intimidation, false work pretenses, or a technique in which the trafficker pretends to be romantically interested in their potential victim. Traffickers maintain control over their victims through the use of force, sexual or physical assault, threats of violence or blackmail, confinement, abuse of power, or preying on their vulnerabilities. Victims often suffer physical, sexual, financial, emotional, and psychological abuse, and often live and work in horrific conditions. Due to the harm and violence inflicted on victims, human trafficking is associated with substantial trauma, and recovery from its impacts can take a lifetime. As such, it is imperative front-line community workers are equipped to provide survivors with minimum standards of care that are trauma-informed and avoid re-victimization.

#### Forced Labour (also referred to as labour trafficking)

Labour trafficking cases are very hard to detect and when they are suspected, they may be treated as contractual problems to be dealt with by labour standards. The dependency cycle of labour trafficking cases is much less understood than that of sex trafficking cases. In some instances, involving foreign nationals, labour trafficking victims fear coming forward or seeking help due to fear of deportation or due to threats made by traffickers on the victim's family members.

In Canada, low-wage and low-skilled migrant workers are particularly vulnerable to exploitation and abuse due to many factors, such as language barriers, working in isolated/remote areas, lack of access to support, and lack of access to information on their rights. Further, migrant workers who have work permits tied to a single employer may also suffer because of their precarious status.

#### *Government Approach*

Canada has a long-standing history of taking action to address human trafficking and its associated harms. In 2002, Canada ratified the United Nations Convention on Transnational Organized Crime (UNTOC) and its supplementary Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children (Trafficking in Persons Protocol), which articulates the most widely accepted international framework to address human trafficking, known as the 4-pillar model (4-Ps): prevention of the crime; protection of victims; prosecution of offenders; and working in partnerships. One of the primary goals of the Trafficking in Persons Protocol is to maintain a careful balance between law enforcement and victim protection.



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## ANNEX B – BASIS OF PAYMENT

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In 2012, the Government of Canada launched the National Action Plan to Combat Human Trafficking (NAP) that consolidated federal activities into one comprehensive plan. While the NAP expired in 2016, Canada has continued with significant efforts to prevent human trafficking and continues to build on the recommendations from the 2016-2017 Horizontal Evaluation of the National Action Plan to Combat Human Trafficking.

Most notably, in Fall 2018, the Government of Canada undertook regional and national consultations to inform the development of a national strategy to combat human trafficking; on May 29, 2019 the Canadian Human Trafficking Hotline was launched by the Canadian Centre to End Human Trafficking; and on September 4, 2019, the Government of Canada launched the whole-of-government, five-year National Strategy to Combat Human Trafficking.

### 3. CONTEXT

#### *Human Trafficking Consultations*

The Government of Canada's 2018 consultation process, led by Public Safety Canada, was undertaken to help inform its efforts toward the new National Strategy to Combat Human Trafficking. These consultations were intended, in part, to identify issues, gaps, and challenges affecting Canada's ability to counter human trafficking and to identify potential actions and initiatives to address them.

As part of this process, Public Safety Canada conducted a series of in-person consultations, a National Summit, a Survivor Roundtable, a meeting with sex work organizations, as well as sought input from targeted stakeholders. More than 200 stakeholders, including victims and survivors, participated in the in-person meetings, in addition to over 40 submissions received via a questionnaire. Stakeholders consulted included: representatives from community and non-governmental organizations; Indigenous organizations; law enforcement agencies; academia; front-line service providers; different levels of government; civil society; and the private sector.

In response to the exploitation of migrant workers, participants called attention to addressing structural deficiencies leading to labour trafficking, such as employer-specific work permits, residency status, language barriers, and work-site inspections.

Participants emphasized that temporary foreign workers are likely to face vulnerabilities due to the lack of knowledge of their labour rights; lack of access to supports and services due to their precarious immigration status; and their work permit which is tied to a specific employer. Abusive employers may take advantage of migrants' reluctance to report their exploitation to authorities, a reticence rooted in the fear of deportation or loss of employment.

Concerns and recommendations shared through the consultations on human trafficking more generally also included the following:

#### Supports and Services for Victims and Survivors

The lack of access to and availability of supports and services for victims and survivors was identified by participants as the most common obstacle to combat human trafficking effectively in Canada. Increasing trauma-informed supports and survivor-centric services was cited as a key consideration in enhancing victim protection. Services should be culturally sensitive and provided through a lens of compassion. Recognizing the lifecycle of trauma, participants emphasized the importance of providing services in the short, medium, and long-term. Some suggestions included physical, psychological, and social support through emergency shelters, transition housing, and long-term care and rehabilitation programs. Participants also spoke about the necessity of addressing apparent inequalities in various victim support programs and increasing the availability of sustainable funding and transition services. The need to ensure services are provided quickly, in a non-judgmental way, and with victim protection as the primary goal was emphasized.





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## ANNEX B – BASIS OF PAYMENT

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### Public Awareness and Training

Many participants viewed public awareness and training for professionals and civil society as important factors to increase knowledge of human trafficking and sensitivity in aiding victims and survivors. These efforts can help communities and stakeholders better recognize the signs of human trafficking and respond swiftly and appropriately to incidents.

Participants especially advocated for more robust, trauma-informed training for professionals who are most frequently exposed to individuals and groups at high risk of victimization. These include front-line service providers such as law enforcement, health workers, helpline operators, and community workers. It was also noted that training should be more widely available and tailored for other stakeholders including lawyers, prosecutors, and corrections personnel.

It was suggested all training should include information on appropriate language to use when working with victims and survivors of human trafficking. The safety risks faced by victims and survivors should be communicated to them by professionals, in preparation for interaction with the justice system. Participants noted that training is a foundation to a more effective response to human trafficking.

In addition, training for front-line community workers was proposed in order to assist them in ensuring survivor-centric guidelines are implemented in Canada.

### Increased Collaboration and Cooperation

Many respondents said combatting human trafficking effectively in Canada requires an integrated, comprehensive, and gender-based approach that applies a combination of legislation, policy, and programming to align trafficking prevention with ongoing federal, provincial, territorial, regional, and local initiatives.

Collaboration among service providers, e.g. community workers, and law enforcement agencies was seen as especially important in ensuring greater victim protection and rehabilitation. Participants commended the work being done at the community level in different jurisdictions and wondered if local initiatives could be used as an example for a national collaboration mode which could include: establishing a network of partners; ensuring all those involved in a coordinated response are trauma-informed and educated in human trafficking; establishing guidelines; ensuring concise memorandums of understanding (MOU) are in place to facilitate information sharing; and ensuring cohesion between provincial/territorial and federal guidelines and protocols.

Training to increase collaboration and cooperation among stakeholders to ensure greater awareness of the resources available from engaged organizations for tackling human trafficking was a common suggestion.

### Root Causes

Participants noted some victims of human trafficking often face considerable trauma before they are trafficked, such as childhood abuse or inter-generational trauma. It was suggested other root causes may include socio-economic factors such as poverty, lack of adequate housing, and other health and social determinants, as well as being placed in protective custody or in the child welfare system.

### *National Strategy to Combat Human Trafficking 2019-2024*

Overall, the consultation process informed the development of the [National Strategy to Combat Human Trafficking 2019-2024](#) (National Strategy), which included the announcement of several new anti-human trafficking initiatives to be undertaken by the Government of Canada. The National Strategy includes measures



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## ANNEX B – BASIS OF PAYMENT

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aligned with the internationally recognized pillars of prevention, protection, prosecution, and partnership as well as builds on Canada’s existing federal efforts by introducing a new focus area, “empowerment”, in order to enhance support and services to victims and survivors of human trafficking, helping them regain control and independence.

The Government of Canada will continue its efforts under the National Strategy aimed at protecting victims and potential victims from this crime, including supporting organizations that provide critical services to victims and survivors, and undertake new initiatives to strengthen the identification and protection of victims as well as enhance Canada’s ability to detect suspected human trafficking cases more efficiently.

A key activity announced was: Establishing a national case management standards for organizations (i.e. community service groups and victim services) with a special focus on vulnerable groups, such as Indigenous women and girls, at-risk youth, and migrants to ensure victims have access to services that address their specific needs and assist them in their recovery and healing.

A recent review of the consultation report and case management literature has led to a refinement of the initial deliverable (i.e. national case management standards), while still meeting the spirit and intention of the initiative; the revised deliverable is to develop a background report, training module, and survivor-centric guidelines.

To note: Public Safety Canada will be conducting similar, but separate human trafficking initiatives on the following: guidelines on sexual exploitation; Indigenous-specific guidelines on sexual exploitation; multi-sectoral human trafficking training tools for, but not limited to, front-line workers from the following targeted sectors: hospitality, transportation, health care, and foreign workers.

### 4. OBJECTIVE

The objective is to identify a Contractor to develop, under the National Strategy, a package comprising of a background report, guidelines, and training module for front-line community workers in order to address survivors’ specific needs, assist in their recovery and healing, and minimize re-traumatization by:

- providing an understanding of the current landscape of human trafficking for the purpose of forced labour in Canada;
- being able to better identify victims of forced labour; and
- increasing access to client-centred and trauma-informed supports, services, and approaches.

Engaging key anti-human trafficking stakeholders across Canada will be imperative to informing the development of the background, training, and guidelines.

Bidders are encouraged to form partnerships and collaborate with skilled experts (researchers, service providers, training developers) who can provide the skill set required to undertake the work described herein.

Public Safety Canada also reserves the right to engage the Contractor, through the task Authorization process, to carry out additional similar work (background research, guidelines and or training module(s), on an as and when required basis.

### 5. SCOPE AND TASKS

The Contractor will be required to produce the following deliverables:

#### **Phase I – Background report and Guidelines: Ceiling Price**



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## ANNEX B – BASIS OF PAYMENT

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The first phase of the project will be carried out on a ceiling price basis for the following deliverables:

1. Background report (Word or PDF format)
2. Guidelines for front-line workers in community and non-government organizations specifically on forced labour (Word or PDF format)
3. An approach, storyboard and work plan for the potential development of a training module for front-line workers in community and non-government organizations re: identifying victims of forced labour (Word or PDF format)

### **Background Report**

The work described herein is to conduct background research, on human trafficking for the purpose of forced labour via literature reviews and stakeholder discussions, in order to properly inform the development of the training module and guidelines for front-line workers in community and non-government organizations.

The Contractor is required to engage with stakeholders including, but not limited to: survivors of human trafficking, anti-human trafficking non-governmental organizations, victim services, law enforcement representatives, and experts and academics.

Background research and engagement with key anti-human trafficking stakeholders across Canada is imperative in order to identify existing guidelines currently being used and better understand current gaps in service and best practices provided to victims and survivors of human trafficking for the purpose of forced labour.

The background report should include, but is not limited to, the following elements:

- Summary of literature reviews
- Summary of stakeholder discussions
- Nature of forced labour and typologies of forced labour in Canada
- Analysis of most vulnerable populations at risk of forced labour in Canada
- Analysis of most common trafficker profile; understanding the actors involved in forced labour situations (e.g. immigration consultants, recruitment agencies, labour services contractors, etc).
- Models/guidelines for specific populations, including analysis of strengths, weaknesses, gaps, challenges, impacts
- Considerations, including whether a community of practice is necessary
- Best practices

Note: The Contractor will be cognizant of and apply appropriate techniques, strategies and methodologies to account for and manage regional context, and to ensure an understanding of how regional disparities and content fit within the consultation activity undertaken by the Contractor.

### **Guidelines**

The work described herein is to develop guidelines in a document and downloadable format to help guide front-line workers in community and non-government organizations to provide survivor-centric and trauma-informed support services to victims of human trafficking for the purpose of forced labour.

At a minimum, the guidelines will:

- Be geared towards professionals and volunteers across Canada most likely to interact with victims of forced labour in community and non-government organizations but whom may not have in-depth experience or knowledge of this crime;



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## ANNEX B – BASIS OF PAYMENT

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- Provide workers with a document that promotes a survivor-centric approach in providing care for survivors of forced labour, for example, gender, cultural, and/or language barrier considerations and how to prevent re-victimization as survivors move through their healing process; and
- Include guidance for workers: on how to coordinate care that is safe, timely, effective, equitable, and survivor-centric; that focuses on vulnerable populations; and that addresses the medical, physical, functional, emotional, financial, psychological, behavioral, and spiritual needs of survivors.

The Contractor should also consider including the following:

- Guidelines for delivery of support services, including approaches that are victim-centered, trauma-informed, culturally-relevant, and gender-responsive;
- Guidelines on providing support to foreign nationals with precarious status and/or language barriers;
- Guidelines on referrals to the Canadian Human Trafficking Hotline;
- Victim’s needs assessment;
- Guidelines on working with law enforcement;
- Guidelines on privacy and confidentiality;
- Guidelines on competency for serving victims and survivors;
- Guidelines on professional boundaries and secondary trauma; and
- Available resources by region in Canada (e.g. legal advice, translation services, immigration advice, short, medium and long term housing, victim support initiatives and organizations, etc.)

The Contractor will:

- be responsible for the design of the guidelines with approval from the Project Authority (contact information in Section 10.);
- identify any challenges faced or any anticipated concerns with delivery of final products as soon as the Contractor is made aware of any issues. The final products include the background report, training module, and guidelines. The only final product required to be produced in both official languages and at the expense of the Contractor is the training module; and

All deliverables are required to be evidence-based as well as informed by literature reviews and by key anti-human trafficking stakeholders.

### **Approach for the Development of a Training Module**

The Contractor will be required to present a suggested approach and a work plan to develop a training module to support the background report and guidelines above.

### **Phase II – Development of Training Module: Task Authorization**

Public Safety Canada may require the Contractor to develop the Phase II Training Module to support the deliverables delivered in Phase I. This will be evidenced by the issuance of a separate Task Authorization based on the agreed approach and work plan.

The work described herein is to develop an interactive adult learning training module on human trafficking for the purpose of forced labour to front-line workers in community and non-government organizations re: identifying victims of forced labour. This is the only deliverable that will be required to be produced in both Canadian official languages.

Without knowledge of what forced labour is and how to identify it, providing appropriate care to a victim is extremely challenging; basic human trafficking training – including a focus on indicators, typologies, and proper language to use with a victim – is key.



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## ANNEX B – BASIS OF PAYMENT

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The training module must include:

- An overview of human trafficking in Canada and legal framework,
- The misconceptions of human trafficking for the purpose of forced labour in Canada,
- Different case scenarios,
- Complexities of trauma,
- Appropriate language to use with a potential victim,
- Available resources (e.g. Canadian Human Trafficking Hotline), and
- Provide workers with the knowledge and tools to properly identify victims of forced labour.

### **Approaches and Methods**

There are a variety of approaches and methods to develop adult learning training modules and tools.

Public Safety Canada wants to ensure that the approach and methods taken will consider an instructional analysis that will be appropriate and effective in reaching the stakeholders identified in this requirement. The exact format or approach will be determined at the end of Phase I. The Project Authority will consider the Contractor recommendations and should Public Safety Canada opt to proceed will form part of a Task Authorisation for Phase II.

The format and approach could take a variety of forms such as:

- Video
- Presentation style
- Workshop
- Web based / mobile devices delivery
- Use of eLearning tools (self-directed, classroom or online module)
- Gamification
- Blended learning
- etc.

It should apply the following eLearning Adult Learning Principles (but not limited to):

- Use the ADDIE Learning Model\*
- Use layouts and images that are meaningful to the content
- Use images to help the user understand the topic
- Use arrows, highlighting and general adult learning principles to draw attention to important parts of the graphic
- Use audio and video when applicable, and that are meaningful to the content
- Use plain language for written text and common spoken language in narrations development
- Use all of the above, considering the requirement that learning products must be accessible as per - Web Standards for the Government of Canada
- Available in both official languages

\*ADDIE: Analysis, Design, Development, Implementation & Evaluation

Through the duration of the contract, and as needed, the Contractor must liaise with the PA and other Public Safety Canada officials by email, teleconference, or in-person meetings to provide status updates and answer any questions. The Contractor must proactively inform the PA of any planned modifications to the deliverables and any challenges / difficulties that could affect the final products or the final deliverables' due dates.



## ANNEX B – BASIS OF PAYMENT

### 6. DELIVERABLES AND SCHEDULE

#### Phase I – Ceiling Price

The following deliverables are required during the course of the contract.

Deliverable	Timeline	Milestone
The Contractor must attend a kick-off meeting with the Project Authority (TA) to discuss the overall scope of the work, the proposal submitted and the provisional work plan.	Within one (1) week of contract award  Target date: TBD	5%
The Contractor will submit an updated work plan.	Three (3) weeks after kick-off meeting  Target date: TBD	
The Contractor must submit a draft (s) backgrounder report, including an executive summary, to the TA. The report must address and adhere to the corresponding Section 5 requirements.	Four (4) months after the contract has been awarded  Target date: July 11, 2021	20%
The Contractor must submit a final backgrounder report, including an executive summary, to the TA. The report must address and adhere to the corresponding Section 5 requirements.	Two weeks after receipt of comments of last draft from Project Authority	20%
A draft (s) outline of the guidelines must be submitted to the PA. The PA will have two (2) months to review the products and will then provide the Contractor with one (1) month to finalize the product.	Four (4) months after backgrounder report is submitted  Target date: March 13, 2022	20%
The Contractor must submit a final version of the guidelines. All comments and requested changes provided by the PA must be addressed in the final products.	Three (3) months after draft outline of the guideline is submitted  Target date: September 11, 2022	25%
A proposal of the training module must be submitted to the PA. .	Three (3) weeks after receipt of final background report and guidelines.	10%
Status reports	Bi-Weekly	

Deliverables need to reflect:

- the prevalence of human trafficking for the purpose of forced labour among vulnerable populations and the tailored supports required to appropriately provide care to these populations; and
- any geographical challenges, e.g. remote and rural communities.



## ANNEX B – BASIS OF PAYMENT

### Phase II – Training Module and / tools Task Authorisation – Optional

The following deliverables are required during the course of the contract.

Deliverable	Timeline	Milestone
(i) The Contractor must attend a kick-off meeting with the Project Authority (TA) to discuss the overall scope of the work, the proposal submitted and the provisional work plan.	Within one (1) week of TA issuance*	To be determined at TA issuance
(ii) The Contractor will submit an updated work plan.	Within two (2) weeks of TA issuance*	
(iii) A draft outline of the training module must be submitted to the PA. The PA will have two (2) months to review the products and will then provide the Contractor with one (1) month to finalize the product.	Within two (2) months of TA issuance*	To be determined at TA issuance
(iv) The Contractor must submit a final version of the training module. All comments and requested changes provided by the TA must be addressed in the final products.	Within three (3) months of after draft outline of the training module is submitted. *	To be determined at TA issuance
Status reports	Bi-Weekly	

\* May be adjusted at TA issuance

6.1 The Contractor will be expected to start work, on Phase I, within one week of the contract award.

6.2 Drafts must be submitted to the Public Safety Canada’s Project Authority (PA) for their review, feedback and approval.

6.3 Deliverables will only be considered final upon written confirmation by the PA or designate.

6.4 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.

6.5 The contractor must provide all electronic copies of deliverables using the Microsoft Office suite of software (version 2016).

6.6 Any changes to the deliverable due dates must be approved by the PA

Note: Exact dates will be confirmed by the PA and agreed upon between both parties during the kick-off meeting of the respective Phase.

## 7. DEPARTMENTAL RESPONSIBILITIES AND SUPPORT



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## ANNEX B – BASIS OF PAYMENT

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The Department will provide the following to the Contractor:

- access to the PA, or 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.
- timely feedback on deliverables in order to enable the Contractor to stay within the timelines specified in the contract.
- ensure that the appropriate subject matter and technical experts from within the department are available to the Contractor to discuss and provide content, source, and/or reference material, review deliverables, as well as to facilitate cooperation with other governmental and/or non-governmental representatives;
- provide the Contractor with specific policy and/or program related supporting and background documentation and information not easily accessible to the Contractor, including (but not limited to) any government and/or departmental/agency policies, procedures, guidelines, templates, publications, reports and studies required by the Contractor to complete the identified tasks and deliverables;
- provide the Contractor with physical and electronic departmental/agency office and e-mail addresses, where deliverables will be submitted; and
- provide other assistance or support, as required.

### 8. REPORTING AND COMMUNICATION

In addition to the timely submission of all deliverables and fulfillment of obligations specified, it is the responsibility of the Contractor to maintain regular communication with the PA or designate.

Communication is defined as all reasonable efforts 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, and meetings. In addition, the Contractor is to immediately notify the PA or designate of any issues, problems, or areas of concern in relation to any work completed as they arise.

Upon request from the PA or designate, the Contractor must submit status reports that identify the activities that the Contractor since the last status report, those that were planned but not completed since the last status report, and those planned for the next reporting period.

The Contractor is expected to provide verbally or through written communication their progress and work completed on a weekly basis. Documents in hard and soft copy are to be provided to the PA or designate.

The Contractor should ensure that the PA and/or designate are copied on all electronic communications related to the contract.

### 9. PROJECT MANAGEMENT CONTROL PROCEDURES

Depending on location, the Contractor might be required to attend in-person meetings or teleconferences to review all materials submitted by the Contractor as deliverables. The PA or designate will provide comments to the Contractor indicating any changes or revisions required to the written deliverables.

Meetings to review the deliverables will be held periodically.

Required documents for discussion should be provided by the Contractor to the PA or designate forty-eight (48) hours in advance of the meeting.





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## ANNEX B – BASIS OF PAYMENT

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All products may also be reviewed by various different working groups, which may include but not be limited to: federal departments/agencies, private sector, non-government organizations, academia, etc.

The Contractor must ensure that all deployed resources are accredited and properly trained to fulfil their responsibilities. In addition, the Contractor is required to ensure that all of its assigned resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

### 9.1 Change Management Procedures

The Contractor must propose (in writing) any changes to the scope of work for the consideration and agreement by the PA and Contract Authority. In identifying a suggested change, the Contractor must identify why they are recommending the change, the estimated cost of the change, and the impact on resources (Contractor and Crown) and project deliverables. No changes will be implemented without first obtaining the approval of the PA and Contract Authority, and upon receipt of a formal amendment signed by the Contracting Authority.

## 10. CONTRACTOR OBLIGATIONS

The Contractor must maintain adequate data protection requirements at the level contracted, with no conflict for the duration of the contract.

The Contractor recognizes that, in the course of its work under any resulting Contract may be given access to confidential or proprietary information or documentation belonging to the Crown or to third parties. The Contractor must not, without the prior written permission of the Minister or applicable third parties, disclose to any other party, any such information or documentation, nor must the Contractor make use of the information or record/documentation of information for any purpose other than its duties under the Contract.

The Contractor, its employees, associates, family members, and volunteers must not retain, donate, sell, dictate or transfer to anyone except the department any data or information it possesses or collects as a result of a of this Contract, including published material, drafts, notes, participant lists, etc..

All information and records/documentation (including machine readable copies) created, captured and/or collected during the performance of a call-up will be deemed the property of the department in order for the department/agency to fulfill its obligations under the *Access to Information Act* and *Privacy Act* and associated regulations, specifically s.4(1) of the Privacy Regulations which states:

“Personal information concerning an individual that has been used by a government institution for an administrative purpose must be retained by the institution:

- a) For at least two years following the last time the personal information was used for an administrative purpose unless the individual consents to its disposal; and
- b) Where a request for access to the information has been received, until such time as the individual has had the opportunity to exercise all his rights under the Act.”

At the completion or earlier termination of its obligations under a the contract, the Contractor must immediately and securely provide the PA or designate with all records of information collected during the course of work under the call-up, including, but not limited to:

- correspondence;
- memoranda;
- plans, diagrams, drawings, pictorial or graphic work;
- machine readable records; and



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## ANNEX B – BASIS OF PAYMENT

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- other documentary material, regardless of physical form or characteristics and any copies thereof.

The Contractor must ensure that personnel requiring access to such information or documentation executes a confidentiality agreement with Her Majesty before any such information or documentation is provided. The Contractor must indemnify and hold harmless Canada and its ministers, parliamentary secretaries, officers, servants and/or agents against any claim, loss, damages, costs, or expenses that may be suffered by any of them or made by any third party against any of them, as a result of the Contractor's failure to meet its obligations under this provision.

### 11. LANGUAGE OF WORK

All communications with members of the Public and/or Canada's stakeholders must be in the Canadian official language of their choice. The final products will be required to be produced in the Canadian official language of the Contractor's choice with the exception of the training module which will be required to be produced in both Canadian official languages at the expense of the Contractor.

### 12. LOCATION OF WORK

The Contractor is responsible to find a suitable work environment to conduct the work and must be available to participate in regular teleconference meetings with Public Safety Canada.

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

### 13. SPECIFICATIONS AND STANDARDS

As applicable, all services rendered and deliverables completed in response to the Contract must be in compliance with all relevant departmental/agency and Government of Canada (GoC) Acts, codes, regulations and policies in effect at the time of the Contract.

#### Communication

Policy on Communications and Federal Identity  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683>

Directive on the Management of Communications:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30682>

#### Security

Policy on Government Security:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

Operational Security Standard: Management of Information Technology Security (MITS):  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328>

Canadian Industrial Security Directorate (CISD) policies related to personnel security screening: <http://ssi-iss.tpsgc-pwgsc.gc.ca/ssi-iss/sc-cs/sc-cs-eng.html>

Directive on Travel, Hospitality, Conference and Event Expenditures:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27228>

#### Official Languages



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## ANNEX B – BASIS OF PAYMENT

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Official Languages Act: <http://www.laws-lois.justice.gc.ca/eng/acts/O-3.01/>

Policy on Official Languages: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26160>

Directive on Official Languages for Communications and Services: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26164>

### Privacy

Privacy Act: <http://laws-lois.justice.gc.ca/eng/acts/P-21/>

### Information Technology

Digital Services – Treasury Board of Canada Secretariat  
<https://www.tbs-sct.gc.ca/report-on-service/report-on-service/digital-services-en.html>

Web Standards for the Government of Canada  
<http://www.tbs-sct.gc.ca/ws-nw/index-eng.asp>

[Canada.ca Content Style Guide](#)  
[Canada.ca content and information architecture specification](#)

Common Look and Feel Standards for the Internet, Part 4: Standard on E-mail  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25439>

Standard on Optimizing Websites and Applications for Mobile Devices  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27088>

[Standard on Optimizing Websites and Applications for Mobile Devices  
Technical specifications for the Web and mobile presence](#)

Standard on Social Media Account Management  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27033>

[Mandatory Procedures for Social Media and Web Communications  
Technical specifications for social media accounts](#)

Standard on Privacy and Web Analytics  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26761&section=text>

Web Experience Toolkit Guideline  
<http://www.tbs-sct.gc.ca/ws-nw/wa-aw/wet-boew/index-eng.asp>

### Accessibility

The *Guidance on Implementing the Standard on Web Accessibility* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>) provides direction to departmental officials on roles and responsibilities and relevant recommendations on prioritizing of compliance activities.

### Usability

The *Guidance on Implementing the Standard on Web Usability* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227>) provides direction to departmental officials on roles and responsibilities and relevant recommendations on prioritizing of compliance activities.

### Interoperability



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## ANNEX B – BASIS OF PAYMENT

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The Standard on Web Interoperability (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25875>) into effect on July 1, 2012. A guidance document to support the Standard on Web Interoperability is under development. Note – TBS is currently aligning the Web Renewal Initiative (WRI) – stated on their website.



## 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.

#### Phase I

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"

#### Phase II

The Phase I firm per diem rates will form the basis of payment for task Authorizations issued for Phase II and other work.

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work specified in the Phase II Statement of Work, Annex "A", and the agreed upon level of effort determined in authorized TA in accordance with the firm per diem rates proposed in Phase I to the limitation of expenditure specified in the authorized TA.

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
Principal Researcher / Project			



**ANNEX B – BASIS OF PAYMENT**

<b>Leader</b>			
<b>Additional Researcher (s)</b>			
<b>Training Specialist (s)</b>			
<b>Others as required</b>			
<b>Others as required</b>			
<b>Others as required</b>			

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

**B - Option to Extend the Term of the Contract**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**B - 1 Extended Contract Period (From \_\_\_\_\_ to \_\_\_\_\_)**

Reproduce here the applicable text of section A. Renumber the paragraphs, change the amounts and text, as applicable.

**B - 2) Extended Contract Period (From \_\_\_\_\_ to \_\_\_\_\_)**

Reproduce here the applicable text of section A. Renumber the paragraphs, change the amounts and text, as applicable.

**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 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.



**ANNEX D – TASK AUTHORIZATION**

<b>Contract Number</b>		At STEP 1 a, enter the PWGSC resulting contract number.
<b>Task Authorization (TA) Number</b>		<b>Instructions to the TA Authority: Enter the number here.</b>
<b>Contractor's Name and Address</b>		
<b>Instructions to the TA Authority: Enter the name and address here.</b>		
Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:		\$ _____ <b>Instructions to the TA Authority: Enter the amount here.</b>
<b>TA Revisions Previously Authorized</b>		
<b>Instructions to the TA Authority: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc ). If no increase or decrease was authorized, enter \$0.00. Add rows, as needed</b>		
TA Revision Number: _____ <b>Instructions to the TA Authority: Enter the number here, as applicable.</b>	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ <b>Instructions to the TA Authority: Enter the amount here, as applicable.</b>	
TA Revision Number: _____ <b>Instructions to the TA Authority: Enter the number here, as applicable.</b>	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ <b>Instructions to the TA Authority: Enter the amount here, as applicable.</b>	
TA Revision Number: _____ <b>Instructions to the TA Authority: Enter the number here, as applicable.</b>	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ <b>Instructions to the TA Authority: Enter the amount here, as applicable.</b>	
TA Revision Number: _____ <b>Instructions to the TA Authority: Enter the number here, as applicable.</b>	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ <b>Instructions to the TA Authority: Enter the amount here, as applicable.</b>	
TA Revision Number: _____ <b>Instructions to the TA Authority: Enter the number here, as applicable.</b>	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ <b>Instructions to the TA Authority: Enter the amount here, as applicable.</b>	
<b>New TA Revision</b>		
<b>Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00.</b>		
TA Revision Number: _____ <b>Instructions to the TA Authority: Enter the number here, as applicable.</b>	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ <b>Instructions to the TA Authority: Enter the amount here, as applicable.</b>	
Total Estimated Cost of Task (Applicable Taxes extra) after this revision:	\$ _____ <b>Instructions to the TA Authority: Enter the amount here, as applicable.</b>	
<b>Contract Security Requirements (as applicable)</b>		
This task includes security requirements. At STEP 1 a): check the applicable boxes.		
<input type="checkbox"/> No <input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.		
Remarks: At STEP 1 a), 2a) or 3, enter the remarks, if any, or enter : "N/A".		
<b>Required Work</b>		
<b>Instructions to the TA Authority: The content of sections A, B, C and D below must be in accordance with the Contract. To view the instructions for Section A, click on the hyperlink.</b>		



**ANNEX D – TASK AUTHORIZATION**

**SECTION A – Task Description of the Work Required** [Instructions for Section A](#)

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**SECTION B – Applicable Basis of Payment** [Instructions for Section B](#)

\_\_\_\_\_

**SECTION C - Cost Breakdown of Task** [Instructions for Section C](#)

\_\_\_\_\_

**SECTION D- Applicable Method of Payment** [Instructions for Section D](#)

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**Authorization - Authorization**

**By signing this TA, the Project Authority or the PWGSC Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.**

**En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante de TPSGC ou, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.**

Name of Project Authority - Nom du chargé de projet \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of PWGSC Contracting Authority -  
Nom de l'autorité contractante de TPSGC \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contractor's Signature - Signature de l'entrepreneur**

Name and title of individual authorized to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_





ANNEX D – TASK AUTHORIZATION

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Instructions to the TA Authority for SECTION A -Task Description of the Work required

In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:

- a) details of the activities to be performed;
b) description of the deliverables to be submitted; and
c) completion dates for the major activities and/or submission dates for the deliverables.

In the case of a revision to a previously authorized task, the following information must be included directly in Section A or in an attachment applicable to Section A (as applicable):

- a) reason (s) for revising the task;
b) details of the revised activities to be performed;
c) description of the revised deliverables to be submitted; and
d) revised completion dates for the major activities and/or revised submission dates for the deliverables (or revised deliverables, as applicable).

Instructions to the Contracting Authority for SECTION B - Applicable Basis of Payment

At STEP 1 a):

If only one TA basis of payment clause is inserted in the resulting contract, in Section B, enter the following:

For the Firm Unit Price TA clause, insert the following for each firm unit price included in the clause:

- “ Firm Unit Price of \$\_\_\_\_\_ensure to insert here the same amount as indicated in the clause per \_\_\_\_\_ complete by inserting the same text as included in the clause requested in Section A above”

For the Firm Lot Price TA clause, insert the following:

- “ Firm Lot Price of \$\_\_\_\_\_ Instructions to the TA Authority: insert the amount.”

For the TA subject to a limitation of expenditure clause, insert the following:

- “Limitation of Expenditure of \$\_\_\_\_\_Instructions to the TA Authority: insert the amount.”

If more than one TA basis of payment clause is inserted in the resulting contract, in Section B, insert one check box for each one; and insert instructions as per the example below to the TA Authority for completing section B at step 3.

EXAMPLE 1 - Commercial professional services (consultation) - Firm Lot Price TA clause (for professional fees) and TA subject to a limitation of expenditure clause (for authorized travel and living expenses):

Instructions to the TA Authority: when completing the TA form to authorize a task or, as applicable, revise a previously authorized task, check each applicable box below and insert the associated amount.

- Firm Lot Price of \$\_\_\_\_\_for the professional fees identified in Section C below
Limitation of Expenditure of \$\_\_\_\_\_ for the authorized travel and living expenses identified in Section C below”



**ANNEX D – TASK AUTHORIZATION**

**EXAMPLE 2** - Commercial professional services (training)- Firm unit price TA clause containing 3 distinct firm unit prices (one, for workshop delivery / two, for cancellation of previously requested workshop delivery (ies)); plus TA subject to a limitation of expenditure clause (for professional fees only for required workshop material updating Work); plus TA subject to a limitation of expenditure (for authorized travel and living expenses to be incurred when travel is required and requested to deliver a requested workshop):

**Instructions to the TA Authority: when completing the TA form to authorize a task or, as applicable, revise a previously authorized task, check each applicable box below and insert the associated amount.**

- Firm Unit Price of \$\_\_\_\_\_ the amount that the contracting authority would insert here at step 1 a) would be the same as indicated in the Firm Unit Price TA clause of the resulting contract) per 3 hour workshop delivery requested in Section A above
- Limitation of Expenditure of \$\_\_\_\_\_ for the authorized travel and living expenses identified in Section C below for the travel requirements identified in Section A above
- Limitation of Expenditure of \$\_\_\_\_\_ for the professional fees identified in Section C below for the required workshop material updating Work requested in Section A above
- Firm Unit Price of \$\_\_\_\_\_the amount the contracting authority would insert here at step 1 would be the same as indicated in the Firm Unit Price TA clause of the resulting contract) per previously requested 3 hour workshop delivery cancelled by Canada in Section A above without advance notice of seven business days
- Firm Unit Price of \$\_\_\_\_\_ the amount the contracting authority would insert here at step 1 would be the same as indicated in the Firm Unit Price TA clause of the resulting contract per previously requested 3 hour workshop delivery cancelled by Canada in Section A above with advance notice of seven business days”

**Instructions to the Contracting Authority for SECTION C- Cost Breakdown of Task.**

At STEP 1 a), when firm lot price and (or) limitation of expenditure is (are) inserted in Section B as the applicable basis or bases of payment for a TA or revision to a previously authorized TA, in Section C, insert the corresponding cost elements as they appear in the resulting contract Annex B, Basis of Payment. For example 1 included in the instructions above for Section B, the text of Section C could be as follows (text in purple are instructions for the contractor and TA Authority for step 3):

**1.0 Professional Fees Instructions to the TA Authority: for each applicable category, insert the name and the number of days.**

Category	Name	All Inclusive Fixed Daily Rate	Level of Effort (Estimated number of days required to perform the Work)
Senior Consultant		\$600.00	
Junior Consultant		\$340.00	

**Total Estimated Cost of Professional Fees: \$\_\_\_\_\_ Instructions to the TA Authority: insert the amount.**

**2.0 Authorized travel and living expenses**

\_\_\_\_\_ **Instructions to the TA Authority: insert the details of the authorized travel plan.**

**Total Estimated Cost of Authorized travel and living: \$\_\_\_\_\_ Instructions to the TA Authority: insert the amount.**

**Instructions to the Contracting Authority for SECTION D – Applicable Method of Payment**



### ANNEX D – TASK AUTHORIZATION

☞ At STEP 1a), if only one resulting contract TA basis of payment is inserted in Section B, insert in Section D the corresponding TA method of payment appearing in the resulting contract (i.e., monthly payments or progress payments or milestone payments or single payment). If the applicable method of payment is milestone payments, also insert in Section D the applicable schedule of milestones.

Example (the Firm Lot Price basis of payment is inserted in Section B):

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

<u>MILESTONE</u>	<u>ACTIVITY(IES) TO BE PERFORMED / DELIVERABLE(S) TO SUBMIT</u>	<u>COMPLETION / DELIVERY DATE</u>	<u>FIRM AMOUNT</u>
1	Instructions to TA Authority: specify.	Instructions to TA Authority: specify.	\$_____ Instructions to TA Authority: insert the amount.
2	Instructions to TA Authority: specify.	Instructions to TA Authority: specify.	\$_____ Instructions to TA Authority: insert the amount.

☞ At STEP 1a), if more than one resulting contract TA basis of payment is inserted in Section B, for each one insert in Section D the corresponding TA method of payment appearing in the resulting contract (i.e., monthly payments or progress payments or milestone payments or single payment). If the applicable method of payment is milestone payments, also insert in Section D the applicable schedule of milestones.

Example (the Firm Lot Price basis of payment (for professional fees) and the Limitation of Expenditure basis of payment (for authorized travel and living expenses) are inserted in Section B):

**“Instructions to TA Authority: when completing the TA form to authorize a task or, as applicable, revise a previously authorized task, check the applicable box (boxes) below and make sure a completed and acceptable schedule of milestones forms part of the authorized TA (as applicable).**

- Milestone Payments for professional fees only
- Schedule of Milestone:

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

<u>MILESTONE</u>	<u>ACTIVITY(IES) TO BE PERFORMED / DELIVERABLE(S) TO SUBMIT</u>	<u>COMPLETION / DELIVERY DATE</u>	<u>FIRM AMOUNT</u>
1	(Specify)	(Specify)	\$_____ (enter the applicable amount)
2	(Specify)	(Specify)	\$_____ (enter the applicable amount)

- Monthly payments for authorized travel and living expenses only