



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

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

Vendor Name and Address

Legal Status (incorporated, registered, etc.)

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

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:

Print Name: _____

Title: _____

Tel: _____ Fax: _____

Email: _____

PART 1 – GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number 202102237, dated April 06, 2021 with a closing April 19,2021.

1. INTRODUCTION

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

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

The Annexes include

Annex A: Statement of Work

Annex B: Basis of Payment

2. SUMMARY

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

3. DEBRIEFINGS

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

4. REQUIREMENT RESERVED FOR ABORIGINAL BUSINESS

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.



PART 2 – BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

1.1 **2003 Standard Instructions - Goods or Services – Competitive Requirements (2020-05-28)**

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

Subsection 5.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one-hundred twenty (120) days

2. SUBMISSION OF BIDS

Bids submitted by facsimile or by courier will not be accepted.

Bids must **only be emailed** to the email address provided below. The only acceptable email is:

contracting@ps-sp.gc.ca

Bids not received at the aforementioned email address by the closing date and time specified on page 1 of this solicitation document will not be accepted.

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

- Receipt of garbled or 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. ENQUIRIES – BID SOLICITATION

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

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

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 www.BuyandSell.gc.ca 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.

4. APPLICABLE LAWS

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

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

5. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in this 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 **five (5)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. OFFICE OF THE PROCUREMENT OMBUDSMAN

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



7. **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:

The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination

Although Public Safety Canada will retain all intellectual property rights arising from the performance of the work under any resulting contract, Public Safety will, at the request for the Contractor, may grant a no-fee end-use restricted license.



PART 3 – BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

Canada requires that bidders submit their bid in separate files as follows:

Section I: Technical Bid: 1 soft copy, received by email
Section II: Financial Bid: 1 soft copy, received by email
Section III: Certifications 1 soft copy, received by email

Bidders may submit their bid as a single email however, each section of the bid must be submitted as a separate

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

Canada requests that bidders submit their bid in an editable format such as Microsoft Word or in PDF.

Section I: Technical Bid

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

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

The technical proposal must exclude any reference to financial information relative to the costing of the proposal.

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 Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

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

2. TECHNICAL EVALUATION

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

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

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

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

Proposals not meeting the mandatory requirements below will be given no further consideration.



2.1. Mandatory Technical Criteria

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

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

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

Item	Evaluation Criteria	Demonstrated Compliance
MT1	<p>The Bidder must propose and clearly identify, by name and role, an individual or a team of resources to complete the work as described in the Statement of Work.</p> <p>The Bidder must describe the structure of the team and include a description of the role that each senior resource will undertake. At minimum, the Bidder must propose a Principal Investigator (PI).</p> <p>The Bidder must submit an up-to-date <i>curriculum vitae</i> for each proposed senior resource.</p>	
MT2	<p>The Bidder must demonstrate that the proposed PI has experience on a minimum of three (3) previous research projects that involved quantitative and/or qualitative research and analysis in the critical issues of Indigenous people in the Canadian criminal justice system (e.g., over-representation)</p> <p>The Bidder should provide all relevant details for each project listed including but not limited to:</p> <ul style="list-style-type: none"> • Project title • Project start and end dates; • Description of the work, scope and purpose • Data collection and analysis methods; and • Proposed PI's roles and responsibilities. <p>Note: The experience of multiple team members cannot be combined to satisfy this criterion.</p>	
MT3	<p>The Bidder must declare the resources proposed are able to communicate in the preferred official language (French and/or English) of the community-based service providers and clients when conducting interviews</p>	

2.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

	Point Rated Criteria	Scoring	Max Pts	Pts Awarded	Demonstrate Experience
RT1	<p>Publication Record</p> <p>The Bidder should demonstrate that at least one member of the proposed project team has a publication record of quantitative and/or qualitative research related to the critical issues of Indigenous people in the Canadian criminal justice system.</p> <p>For the purpose of this criterion, a publication record includes articles published in an independent, peer-reviewed journal, academic publications, and scientific working papers or technical reports published through a recognized university, governmental, or non-governmental institution.</p> <p><i>Note:</i> to meet this criterion, it is not sufficient to simply refer to the member's <i>curriculum vitae</i>. A short description (approx. 100 words) must be provided that explains why the work cited is of relevance (i.e., what was the study's purpose, what methods were employed).</p>	<p>Points will be awarded as follows:</p> <p>8 points: 2 points per publication to a maximum of 8 points;</p> <p>Whereby: 1 publication = 2 points 2 publications = 4 points 3 publications = 6 points 4 publications or more = 8 points</p> <p>+2 points: 1 point per publication published within the last two (2) years, from bid closing date, to a maximum of 2 points;</p>	10 pts		



	Point Rated Criteria	Scoring	Max Pts	Pts Awarded	Demonstrate Experience
	<p>The Bidder should provide all relevant details for each publication listed including but not limited to:</p> <ul style="list-style-type: none"> • Publication title • Publication dates; • Detailed description of publication <p>Proposed resources roles and responsibilities.</p>				
RT2	<p>Qualitative Research Experience with First Nations, Metis and Inuit people in Canada.</p> <p>The Bidder should demonstrate that at least one member of the proposed project team has experience within the last ten years conducting qualitative research projects in Indigenous communities</p> <p>The Bidder should demonstrate the methodology used that respects local Indigenous cultural protocols.</p> <p>The Bidder should provide all relevant details for each project listed, including but not limited to:</p> <ul style="list-style-type: none"> • Project title • Project start and end dates; • Description of the work, scope and purpose • Proposed resources roles and responsibilities. 	<p>10 points:</p> <p>5 points per qualitative research project to a maximum of 10 points;</p> <p>Whereby: 1 project = 5 points 2 projects = 10 points</p> <p>+5 points if one project clearly demonstrated a methodology that respects local Indigenous cultural protocols</p>	15 pts		
RT3	Work Plan	15 points:	15 pts		



	Point Rated Criteria	Scoring	Max Pts	Pts Awarded	Demonstrate Experience
	<p>The Bidder should provide a proposed work plan that they would use to conduct the project described in Annex A - Statement of Work.</p> <p>Note: the work plan may change after the contract is awarded, and with consultation with Public Safety Canada, should the need arise.</p>	<p>Up to 15 points for providing a brief work plan structure that includes the following:</p> <ul style="list-style-type: none"> * clear project schedule aligned with the requirements described in Annex A - Statement of Work. *clear division of tasks amongst the proposed resources *identification of contingency plans to address slippage or potential delays in the work plan <p>Points will be awarded as follows:</p> <p>15 points Each element of the Rated criteria are addressed in-depth, information provided allows for complete understanding of the work plan execution is clear and appropriate work plan that will allow for successful completion of work in a timely manner</p> <p>10 points Most elements of the Rated criteria are addressed in-depth, information provided allows for understanding of the element; execution is appropriate. Some adjustment maybe required for successful completion of work in a timely manner</p>			



	Point Rated Criteria	Scoring	Max Pts	Pts Awarded	Demonstrate Experience
		<p>5 points Some or one elements of the Rated criteria are addressed in-depth, information provided allows for general understanding of the elements; execution is mostly appropriate. Overall much adjustment maybe required for successful completion of work in a timely manner</p> <p>0 points None of the elements of the Rated criteria are addressed in-depth, information provided does not allow for understanding of the element execution for successful completion of the work plan.</p>			
RT4	<p>Approach/Methodology</p> <p>The Bidder should provide an approach that they would use to conduct the literature review and interviews with community-based service providers and clients described in Annex A - Statement of Work.</p> <p>Note: the approach/methodology may change after the contract is awarded, and with consultation with Public Safety Canada, should the need arise..</p>	<p>15 points:</p> <p>Up to 15 points for:</p> <p>A) Providing a list of key issues that will be addressed in the literature review;</p> <p>B) Providing a brief data gathering strategy. The Bidder should outline how they will conduct interviews with community-based service providers and clients. Their approach should demonstrate their understanding of the range of key stakeholders listed in Appendix A - Statement of Work, and specifically address how the exploratory meetings will be representative.</p>	15 pts		

	Point Rated Criteria	Scoring	Max Pts	Pts Awarded	Demonstrate Experience
		<p>Points will be awarded as follows:</p> <p>15 points Rated criteria is addressed in-depth, information provided demonstrates a full range of understanding of both of the elements of the rated criteria/requirements described in Annex A – Statement of Work.</p> <p>10 points Information provided demonstrates understanding for most but not all of the elements of the rated criteria/requirements described Annex A - Statement of Work. There may be some minor adjustments for a successful approach and methodology</p> <p>5 points Information provided demonstrates some understanding that is relevant to the stated criteria/requirements described in Annex A - Statement of Work but does not demonstrate a full range of understanding for all elements of the rated criteria. Approach and methodology would require significant adjustment to be successful.</p> <p>0 points Information provided does not address the criteria and / or</p>			



	Point Rated Criteria	Scoring	Max Pts	Pts Awarded	Demonstrate Experience
		demonstrates a minimal understanding that is relevant to the stated criteria/requirements described in Annex A - Statement of Work.			

	Point Rated Technical Criteria	Maximum Points	Scoring	Proposal / Resume Reference.
	MAXIMUM POINTS AVAILABLE	55pts		
	MINIMUM POINTS REQUIRED	37pts		

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



3. FINANCIAL EVALUATION

The Bidder must complete this pricing schedule and include it in its financial bid. Prices must only appear in the Financial Bid and in no other part of the bid.

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

Firm Fixed Price: A firm fixed price is a basis of payment that applies when the total amount payable to the contractor for all of the contractual obligations, is a firm price agreed upon by the contracting authority and the contractor.

Table 1

Professional Services			
Resource Name	Estimated Level of Effort	Firm per diem rate*	Total
Firm Fixed Price:			

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

Please note the following:

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

Table 2

Other expenses	Amount	Mark-up	TOTAL
Direct Expenses: Materials, supplies, and other direct expenses incurred during the performance of the Work at actual cost with a Mark-up		_____%	

Table 3

Other expenses	Amount	Mark-up	Total
Subcontracts: at actual cost with mark-up. List any subcontracts proposed for any portion of the Contract describing the work to be performed and a cost			



breakdown with a Mark-up			
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Table 4

TOTAL (sum tables 1 – 3)	\$
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Other Expenses

All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.

Bidders should note the basis of payment is defined in Part 6 – Resulting Contract Clauses



4. Basis of Selection – Highest Combined Rating of Technical Merit 70% and Price 30%

4.1 To be declared responsive, a bid must:

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

4.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : **PSi = LP / Pi x 30**. Pi is the evaluated price (P) of each responsive bid (i).

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

4.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CRi = PSi + TMSi**

4.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in article 4 will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90	86	79
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	90 / 100 x 70 = 63.00	50,000* / 60,000 x 30 = 24.99	87.99
Bidder 2	85 / 100 x 70 = 59.50	50,000* / 55,000 x 30 = 27.27	86.77
Bidder 3	79 / 100 x 70 = 55.30	50,000* / 50,000 x 30 = 30.00	85.30

* represents the lowest evaluated price

In the example above, Bidder 1 is the Bidder who obtained the highest combined technical and financial score.



PART 5 – CERTIFICATIONS

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

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

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

1. Certifications Required with the Bid

1.1. Certification 1 – Acceptance of Terms and Conditions

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 202102237-1** 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 2 – Integrity Provisions – Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



1.3 Certification 3 – Employment Equity, Federal Contractors' Program

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (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.

Signature

Date

1.4 Certification 4 – 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

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: _____

Date: _____

Telephone number: _____

Email: _____

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



1.5 Certification 5: Basis for Canada’s Ownership of Intellectual Property (SACC Clause K3200T – 2016-01-28)

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: _____ (ONE OF THE 7 EXCEPTIONS)

The Bidder, _____, Ottawa, Ontario concurs with the foregoing.

Signature

Date

1.6 Certification 6: Status and Availability of Resources

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

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

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

1.6.1 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



1.7 Certification 7 Education and Experience

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

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

1.8 Certification 8: 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

1.9 Certification 9 – Set Aside Program for Aboriginal Business

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed **ATTACHMENT 1 to PART 5 Requirements for the Set-Aside Program for Aboriginal Business**
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.



ATTACHMENT 1 to PART 5 Requirements for the Set-Aside Program for Aboriginal Business

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and (a) non-Aboriginal business(es), provided that the Aboriginal business(es) has (have) at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting its bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the period of any contract resulting from the bid.

The Bidder must certify in its bid that it is an Aboriginal business or a joint venture constituted as described above.

Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business? - Yes.

- In respect of a requirement (goods, services or construction), on which a Bidder is submitting a bid which involves subcontracting, the Bidder must certify in its bid that at least thirty-three percent of the value of the work performed under any contract resulting from the bid will be undertaken either directly by the Aboriginal business acting as the prime contractor or subcontracted with one or more Aboriginal business(es). "Value of the work performed under any contract resulting from the bid" is considered to be the total value of any such contract less the value of any materials directly purchased by the contractor for the performance of any such contract. Therefore, the Bidder must notify and, where applicable, bind the subcontractor(s) in writing, with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor(s).
- The Bidder's contract with a subcontractor must also include, where applicable, a provision in which the subcontractor agrees to provide the Bidder with information substantiating its compliance with the Program and authorizes the Bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the Bidder to exact or enforce such a provision will be declared a breach of any contract resulting from the bid and will be subject to the civil consequences referred to in this document.



- The Bidder must submit as part of its bid the certification entitled: "Certification Requirements for the Set-Aside Program for Aboriginal Business", duly completed and signed, stating that it:
 - (i) meets the requirements of the Program and will continue to do so throughout the period of any contract resulting from the bid;
 - (ii) will, upon request, provide evidence that it meets the eligibility criteria;
 - (iii) is willing to be audited regarding the certification; and
 - (iv) acknowledges that if it is found **NOT** to meet the eligibility criteria, the Bidder must be subject to one or more of the civil consequences set out in the certification and in any contract resulting from the bid.

The certification is included at the end of this Attachment.

How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the Aboriginal business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; forfeiture of the holdback; disqualification of the business from participating in future bid solicitations under the Program; and/or termination of any contract resulting from the bid. In the event that any such contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, or failure to produce satisfactory evidence to Canada regarding the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

What evidence may be required from the business?

Ownership and control

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents; shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Co-operatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties

- Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
- Tax returns to identify ownership and business history
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non-cash capital contributions
- Contracts with owners, officers and employees to be fair and reasonable
- Stockholder authority, i.e. appointments of officers, directors, auditors
- Trust agreements made between parties to influence ownership and control decisions
- Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership
- Transfer pricing from non-Aboriginal joint venture
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreement.

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, it must, upon request by Canada, immediately provide a duly completed Owner/Employee Certification Form for each full-time employee who is Aboriginal. The form is included at the end of this Attachment.

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this Program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification Form to be duly completed by each owner and full-time employee who is Aboriginal must state that the person meets the eligibility criteria of the Program and that the information supplied is true and complete. This certification must provide the person's consent to the verification of the information submitted.



Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of any contract resulting from the bid) is the same as evidence that a prime contractor is an Aboriginal business.

Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada;
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
- acceptance as an Aboriginal person by an established Aboriginal community in Canada;
- enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
- membership or entitlement to membership in a group with an accepted comprehensive claim.

Evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Economic Development Program Directorate in the Department of Indigenous and Northern Affairs Canada at (819) 956-9836 or 1 (800) 400-7677 or fax (819) 956-9837.

Certification Requirements for the Set-Aside Program for Aboriginal Business

Bidders must submit this certification duly completed and signed as part of their bid.

1. (i) I, _____ (Name of the duly authorized representative of the business) hereby certify that _____ (Name of the business) meets, and will continue to meet throughout the period of any contract resulting from the bid, the requirements for the Set-Aside Program for Aboriginal Business set out in the document entitled: "Requirements for the Set-Aside Program for Aboriginal Business", which document is included in the bid solicitation as **Attachment 1 to Part 5**, and which document I have read and understand.
- (ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to any contract resulting from the bid must, if required, satisfy the requirements for this Program, as set out in the document entitled: "Requirements for the Set-Aside Program for Aboriginal Business".
- (iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with the requirements of this Program.



2. Bidders must check one of the two boxes below:

(i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

(ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business.

3. Bidders must check one of the two boxes below:

The Aboriginal business or businesses has (have):

(i) fewer than six full-time employees.

OR

(ii) six or more full-time employees.

Bidders must submit the Owner/Employee Certification Form duly completed and signed, only if requested by Canada.

Owner/Employee Certification Form – Set-aside Program for Aboriginal Business

1. I, _____ (Name), am an owner and (or) full-time employee of _____ (Name of business), and an Aboriginal person, as described in the document entitled "Requirements for the Set-Aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon the request of Canada.

_____ Date Signature of owner and/or employee

_____ Place



PART 6 – RESULTING CONTRACT CLAUSES

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

1. REQUIREMENT

See Annex A, Statement of 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. 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

2.1 General Conditions

2035 (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

2.2 Supplemental Conditions

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

3. SECURITY REQUIREMENT

This document is UNCLASSIFIED, however;

3.1 The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy; and

3.2 Contract personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

4. GENDER-BASED ANALYSIS PLUS (GBA +)

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

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

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

Public Safety Canada encourages Contractors to promote and implement GBA programming within their organization amongst their employees, agents, representatives or any of its subcontractor to support the

Government of Canada in the achievement of gender equality which depends on closing key gaps between diverse groups of women, men and gender-diverse people.

5. THE OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)

Dispute Resolution

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

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

Contract Administration

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

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

6. TERM OF CONTRACT

6.1 Period of the Contract

The Work is to be performed from date of contract award to **January 31, 2022**.

6.2 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.

7. AUTHORITIES

7.1 Contracting Authority

The Contracting Authority for the Contract is:

Chantale Grégoire
Senior Contracting and Procurement Officer
Contracting and Procurement Unit
Public Safety Canada
269 Laurier Avenue. West
Ottawa ON K1A 0P8



Tel: 343-549-5220

Email: contracting@ps-sp.gc.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.

7.2 Project Authority

To be identified at Contract award.

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

7.3 Contractor's Representative

To be identified at Contract award.

8. PAYMENT

8.1 Firm Fixed Price

For the Work described in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a _____, (*insert "firm price" OR "firm lot price(s)"*) for a cost of \$_____ (*insert the amount at contract award*). Customs duties are _____ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

9. INVOICING INSTRUCTIONS

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

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

9.3 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;

9.4 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

10. **CERTIFICATIONS**

10.1 **Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

10.2 **Aboriginal Business Certification**

10.2.1 The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in its certification.

10.2.2 The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

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

11. **APPLICABLE LAWS**

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

12. **PRIORITY OF DOCUMENTS**

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2020-05-28), General Conditions – Higher Complexity – Services;
- c) the supplemental condition 4007 (2010-08-16) Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information.
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;



- f) the Contractor's bid dated _____, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award:"*, as clarified on _____ " **or** ",as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

13. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

OR

13. FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

14. WORK PERMIT AND LICENSES

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

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

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.

OR

Non-Permanent Resident (Foreign Contractor)

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

The Contractor must ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such



documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

16. INTERNATIONAL SANCTIONS

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

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

2. It is a condition of this Contract that the Consultant not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Consultant must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Consultant, the situation will be treated by the Parties as a force majeure. The Consultant shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

17. CANADA FACILITIES, EQUIPMENT, DOCUMENTATION & PERSONNEL

1. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the work:
 - a. Client department's premises;
 - b. Client department's computer systems;
 - c. Documentation; and
 - d. Personnel for consultation.
2. Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
3. Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Client department's earliest convenience.

18. INSURANCE

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



ANNEX A STATEMENT OF WORK

1. TITLE

What Works in Indigenous Community Corrections: A Review of Best Practices and Gaps in Service

2. CONTEXT

The Government of Canada is committed to addressing the over-representation of Indigenous people in the criminal justice system. With respect to Indigenous community corrections, Public Safety Canada (PS) has implemented the Indigenous Community Corrections Initiative (ICCI). The ICCI supports alternatives to custody and reintegration projects responsive to the unique circumstances of Indigenous people in Canada. Public Safety Canada continues to gather and synthesize national evidence on *what works* in corrections to help guide policy and program decisions. This information contributes to the overall body of scientific knowledge in the corrections domain.

As described in more detail in the Objectives section, this project will evaluate *what works* in Indigenous community corrections. Specifically, it will identify best-practices and gaps in service for Indigenous community corrections in Canada through a literature review and interviews with community-based service providers and clients. This project aims to identify ways in which culturally-relevant services by community-based organizations can improve offender rehabilitation and reintegration in the community. The goals of this project are consistent with the ICCI, which aims to enhance public safety through structured and effective reintegration of offenders back into the community.

3. OBJECTIVES

The primary objectives of the work described herein are to a) provide a comprehensive literature review of Indigenous community corrections in Canada, and b) gather input from community-based service providers and Indigenous offenders who are currently, or who have recently participated in a PS supported Indigenous community reintegration project (clients) (see appendix A for a comprehensive list of projects funded by the ICCI). This work will include experiences shared by clients and pictures of buildings where the programs are located, staff, clients, and where appropriate, the space where the program is delivered. The Contractor will be expected to contact project staff for them to take/provide pictures along with developing the appropriate release forms.

The Contractor will be required to write a research report that will summarize their findings from the literature review and input from participants. Specific questions that should be addressed in the report include, but are not limited to, the following:

- How do Indigenous community-based reintegration programs compare to general community-based reintegration programs in Canada?
- How are Indigenous community-based reintegration programs designed, developed and delivered to reflect the culture, language, and traditions of local Indigenous communities served?
- What makes Indigenous community-based reintegration programs culturally appropriate?
- Do Indigenous community-based reintegration programs have better outcomes than programs provided to Indigenous offenders from non-Indigenous service providers?
- How do Indigenous community-based reintegration programs vary across Canada?
- How do community-based organizations ensure reintegration programs are responsive to the unique circumstances of Indigenous people in Canada?
- For clients sharing their experiences, what is shared regarding their background, involvement/experience in the criminal justice system, and their experiences in the Indigenous reintegration program?



- What community-based services are available to Indigenous offenders under community supervision in Canada (e.g., housing, health care, identification procurement [e.g., health card], and employment)?
- To what extent are S. 84¹ and S. 81² agreements available to Indigenous offenders?
- What strategies have been implemented to try to improve communication and coordination between correctional officers, community supervision officers, and community-based service providers? How do the strategies differ between federal and provincial institutions that are involved with the ICCL projects?
- How do Indigenous communities define successful reintegration? Is there evidence to suggest a successful reintegration of clients involved with the ICCL projects?
- Are there any gaps in community-based services provided to Indigenous offenders on community supervision in Canada?

4. BACKGROUND

Considerable research has been done on effective correctional interventions for general offenders (e.g., see the literature on the risk-need-responsivity model; Andrews, Bonta, & Wormith, 2006). However, not much research has been done on *what works* with Indigenous offenders, especially in community corrections. A recent meta-analysis evaluated correctional programs for Indigenous offenders, for instance, but it does not speak to the effectiveness of community-based programs specifically (Gutierrez, Chadwick, & Wanamaker, 2018).

The over-representation of Indigenous people in the Canadian criminal justice system is a longstanding issue. Currently, Indigenous people represent 5% of the Canadian population but 24% of the total federal offender population (28% of the incarcerated population and 18% of the community-supervised population; Public Safety Canada, 2019; Statistics Canada, 2018). Despite efforts to reduce this over-representation, the incarcerated Indigenous population continues to increase.

¹ S. 84 of the *Corrections and Conditional Release Act* states that

if an offender who is required to be supervised by a long-term supervision order has expressed an interest in being supervised in an Indigenous community, the Service shall, with the offender's consent, give the community's Indigenous governing body

(a) adequate notice of the order; and

(b) an opportunity to propose a plan for the offender's release on supervision, and integration, into that community.

² S. 81 of the *Corrections and Conditional Release Act* states that

(1) The Minister, or a person authorized by the Minister, may enter into an agreement with an Indigenous governing body or any Indigenous organization for the provision of correctional services to Indigenous offenders and for payment by the Minister, or by a person authorized by the Minister, in respect of the provision of those services.

Marginal note: Scope of agreement

(2) Notwithstanding subsection (1), an agreement entered into under that subsection may provide for the provision of correctional services to a non-Indigenous offender.

Marginal note: Placement of offender

(3) In accordance with any agreement entered into under subsection (1), the Commissioner may transfer an offender to the care and custody of an appropriate Indigenous authority, with the consent of the offender and of the appropriate Indigenous authority.



In terms of community corrections, a higher percentage of Indigenous offenders are in custody versus the community (70% vs. 30%) than non-Indigenous offenders (58% vs. 42%; Public Safety Canada, 2019). Indigenous offenders are more likely than non-Indigenous offenders to have their parole revoked (Office of the Correctional Investigator, 2014) and have higher rates of general and violent recidivism (Gutierrez et al., 2013; Olver et al., 2018; Sioui & Thibault, 2002). Research has shown that community corrections can produce substantial decreases in recidivism, especially when the principles of effective intervention are adhered to (Latessa, & Lowenkamp, 2006).

To help reduce the over-representation of Indigenous people in the Canadian criminal justice system, Public Safety (PS) developed the Indigenous Community Corrections Initiative (ICCI) to help close the gaps in services for Indigenous peoples in the criminal justice system and to support communities rehabilitate and reintegrate offenders. Through a 5-year funding cycle (2017/18 to 2021/22), the ICCI supports the development of tailored approaches to community safety that are responsive to the concerns, priorities and unique circumstances of Indigenous people in Canada.

A review of what is available in the literature on Indigenous community corrections, specifically Indigenous community-based reintegration programs for offenders in Canada would be an important first step to making evidence-based decisions in this area. However, because the literature in this area is limited, information from relevant stakeholders, such as key community experts, community-based service providers and participants will be necessary to answer all the questions in the Objectives section.

The purpose of this project will be to synthesize the literature on Indigenous community corrections in Canada, specifically, Indigenous community-based reintegration programs, and to hold interviews with community-based service providers and clients to share experiences and discuss where evidence is lacking. The final report will evaluate Indigenous community corrections, specifically, Indigenous community-based reintegration programs in Canada, highlighting what works, what does not work, best practices, and gaps in service.

5. TASKS

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

- 5.1 Within one week of contract award, the Contractor must attend a kick-off teleconference or virtual meeting with the Technical Authority (TA) to discuss the overall scope of the work; the provisional work plan and approach that were submitted during the Request for Proposal stage; and, to clarify any issues.
- 5.2 Based on the discussion at the kick-off meeting, the Contractor must submit a work plan that identifies the methodology that will be used for the literature review, and the virtual interviews with community-based service providers and clients, timelines, a draft outline of the literature review, and a draft version of both release forms (one for clients and one for service providers) for the TA to review and provide revisions, if necessary. These documents must be submitted within three weeks of the kick-off teleconference for approval by the TA.
- 5.3 Before starting the virtual interviews with community-based service providers and clients, the Contractor must provide the finalized interview plan, including: 1) the list of community-based service providers and the number of clients that will be interviewed at each site; and 2) questions to be asked. Refer to section 3 Objectives. For client interviews, the Contractor must provide the community-based reintegration project a client release form that indicates their voluntary participation in the project. The TA will provide the Contractor with feedback within one week and may request changes.
- 5.4 The Contractor must conduct a minimum of 30 interviews with community-based service providers and clients on best-practices and gaps in community-based reintegration services across Canada.
- 5.5 The Contractor must submit to the TA its draft of the research report (including findings from the interviews with community-based service providers and clients) and a research brief that addresses and adheres to the “Objectives” section (above). The Contractor must also identify any challenges faced or any slippages concerning the delivery dates outlined in its approved work

- plan. The TA will provide the Contractor with feedback and may request changes to be incorporated in the final deliverable at least 4 weeks before the deadline.
- 5.6 The Contractor must submit its final report and research brief. The TA will provide the Contractor with feedback and may request changes to the final report.
- 5.7 It is the responsibility of the Contractor to facilitate and maintain regular communication with the TA. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include phone calls, electronic mail, faxes, mailings, and meetings. In addition, the Contractor is to immediately notify the Department of any issues or areas of concern in relation to any work completed under the contract, as they arise.
- 5.8 The Contractor must follow Public Health Guidelines relating the COVID 19.

5. DELIVERABLES AND SCHEDULE

The Contractor must produce the following deliverables:

No.	Deliverable	Content	Format	Due Date
6.1	Methodology	High-level approach & methodology proposed to successfully complete the mandate.	MS Word	within 3 weeks of kick-off meeting
6.2	Work Plan	Tasks, deliverables, resource assignment, schedule and activity-based costing.	MS Word	within 3 weeks of kick-off meeting
6.3	Outline of Literature Review	Scope, key issues and a list of some publications that will be referenced.	MS Word	within 3 weeks of kick-off meeting
6.4	Draft Interview Plan	<p>A list of community-based service providers and number of clients that will be interviewed as well as questions, areas to probe.</p> <ul style="list-style-type: none"> participants must represent the Indigenous community-based reintegration projects funded by Public Safety. questions should be specific and targeted. areas or themes should be developed that are reflective of the research issues and scope. 	MS Word	within 3 weeks of kick-off meeting
6.5	Final Interview Plan	A final list of participants, questions to ask, areas to probe approved by the TA.	MS Word	within 5 weeks of kick-off meeting



6.6	Draft Research Report and Research Brief	<p>The research report for this study should consist of the following sections, at a minimum:</p> <ul style="list-style-type: none"> • rationale and objectives of the literature review and interviews with community-based service providers and clients; • detailed description of the methods used to locate the literature discussed in the report; • detailed description of the methods used for the interviews with community-based service providers and clients and how cultural protocols were incorporated into the interview methods; • overview and discussion of current approaches to Indigenous community-based reintegration programs in Canada; • for Indigenous community corrections, a critical review and analysis of the strategies, services, research/evaluation studies, and cost-benefit analyses (if available); • experiences shared by clients (their background, involvement/experience in the criminal justice system, and their experiences in the Indigenous reintegration program); • pictures of buildings where the programs are located, staff, clients, and where appropriate, the space where the program is delivered; • results and input from the interviews with community-based service providers and clients should be used to supplement each area of the report; • limitations of the available literature/information; and • conclusions and recommendations for future policy and program development for Indigenous community corrections programs and future research. <p>The Contractor will also prepare a two-page “Research Brief”, which will contain a summary of the background and rationale, methods, results, conclusions, and policy implications of the work. A template for the Research Brief and Research Report will be provided by the TA.</p>	MS Word	within 16 weeks of kick-off meeting
6.7	Final Research Report and Research Brief	<p>The final report must include an abstract (approximately 250-300 words) and a main report (maximum 45 pages, excluding references, visuals, annexes, and appendices). Annexes and appendices can be used to present supporting methodological and analytical documentation not central to communicating the main findings.</p>	MS word	within 4 weeks after feedback is received on Draft
6.8	Status Reports	<p>Activities completed/active/upcoming, schedule & budget variance, issues/risks & proposed responses, and proposed change requests.</p>	Email	as and when required



- 6.9 The Contractor may be required to submit revised drafts with required changes. Deliverables will only be considered final upon written confirmation by the PS Project/Technical Authority.
- 6.10 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.
- 6.11 The contractor must provide all electronic copies of deliverables using the Microsoft Office suite of software (version 2010).

7. PUBLIC SAFETY CANADA SUPPORT

- 7.1 As required to perform the contract work and at the discretion of the PS Project/Technical Authority, PS will endeavour to provide Contractor personnel with:
 - i. relevant internal documentation,
 - ii. office space when on site at Public Safety Canada's facilities in Ottawa (*if other arrangements are necessary, they will be made by the PS Project/Technical Authority*),
 - iii. scheduled access to Public Safety and portfolio partners, and
 - iv. provision of timely review, feedback on and approval of deliverables (*approximately 5-10 business days unless otherwise specified*).

8. LANGUAGE OF WORK

- 8.1 All communications with Public Safety Canada staff and the Canadian public (*if applicable*) must be performed in the official language (*English or French*) preferred by the employee/citizen.
- 8.2 All deliverables must be submitted in English.
- 8.3 PS will arrange for the translation of Contractor-produced deliverables, as required.

9. LOCATION OF WORK

- 9.1 The Contractor will be expected to conduct the work at their own facilities. If the Contractor requires a team of resources to complete the work described, all members must be available to participate in regular meetings with Public Safety as required by the PS Project/Technical Authority.
- 9.2 Canada will not accept any travel and/or living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract. No travel outside of the National Capital Region (NCR) is anticipated in the performance of the activities described in this Statement of Work.
- 9.3 Interviews with community-based service providers and clients will not require travel and will be done using any method(s) of remote communication approved by the Technical Authority (TA) (e.g., phone calls, Skype, FaceTime, Zoom, Cisco, WebEx).



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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 inserted at contract award.)

Canadian Customs Duty and GST/HST extra.

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

PAYMENT PERIOD

Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice is acceptable in form and content, and 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 31st day following that date and interest will be paid automatically in accordance with the section entitled Interest on Overdue Accounts of the General Conditions.

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

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.