



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

Vendor Name and Address

Four horizontal lines for entering vendor name and address.

Legal Status (incorporated, registered, etc)

One horizontal line for entering legal status.

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

One horizontal line for entering registration numbers.

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

Print Name: _____ Title: _____

Signature: _____ Date: _____

Central Point of Contact

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

Name and Title: _____

Telephone: _____ Fax: _____

Email: _____

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



PART 1 – GENERAL INFORMATION

1. INTRODUCTION

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

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

The 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 # 202205250 issued for work to be conducted in two parts.



PART 1 – GENERAL INFORMATION

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

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

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

In the case Canada wishes to proceed with Part 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 Part II, any time, by means of any other contracting method.

Part I is for updating the Canadian USAR Classification Guide and Developing a National Accreditation Process to be conducted on firm price or a Ceiling price basis.

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

The estimated value for the requirement is \$250,000 (applicable taxes extra) with (Part I estimated at 70% and Part II at 30%).

*Note Part II will have a ceiling of \$75,000 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 31st, 2023 with two (2) 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

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

7. Inspection/Acceptance



PART 1 – GENERAL INFORMATION

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

8. Improvement of Requirement During Solicitation Period

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

9. Debriefings

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

10. Security

There are no security requirements.



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

1. Enquiries - solicitation stage

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

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

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

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

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

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

3. Proposal Validity Period

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

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

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



PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

4.1 Standard Instructions, Clauses and Conditions

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

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

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

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

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

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

5. Status and Availability of Resources

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

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

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

6. Internal Approvals

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

7. Procurement Ombudsman

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



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Proposal Preparation Instructions:

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

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

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

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

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

SECTION I: TECHNICAL BID

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. 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



PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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, March 15th, 2022 .**

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 the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

Contractor Selection Method is outlined in Part 4 Article 5.



PART 4 – EVALUATION 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 and financial evaluation criteria.
- (b) An evaluation team will evaluate the bids.

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

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

2 Experience:

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

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

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

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

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



PART 4 – EVALUATION AND BASIS OF SELECTION

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 4 – EVALUATION AND BASIS OF SELECTION

<p>M1</p>	<p>Accredited by the <u>Standards Council of Canada (SCC)</u></p> <p>The Bidder must be a standards development organization that is accredited by the Standards Council of Canada.</p> <p>To demonstrate this criterion, the Bidder must provide a copy of the formal accreditation.</p>
<p>M2</p>	<p>Identification of Team of Resources and Principal Investigator (PI)</p> <p>The Bidder must propose and clearly identify, by name and role, a Principal Investigator (PI) or a team of resources to complete the work as described in the Statement of Work. The Bidder must describe the structure of the team and include a description of the role that each resource will undertake. The Bidder must propose one PI.</p>
<p>M3</p>	<p>Experience with <u>Search and Rescue</u></p> <p>The Bidder must demonstrate that the proposed PI has a minimum of one (1) project of relevant experience in the field of ground, maritime, aeronautical, and/or urban search and rescue in Canada within the past 5 years.</p> <p>For each project listed, the Bidder must include a detailed description of:</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><i>Submit Form A: “Summary Listing of the Experience of Proposed Individual” to substantiate response to this criterion. List only projects that comply with this criterion</i></p>
<p>M4</p>	<p>Education</p> <p>The Bidder must demonstrate that the PI has a postsecondary degree from a recognized university, college, or equivalent.</p> <p>To demonstrate this criterion, the Bidder must provide a copy of the resource’s degree</p>
<p>M5</p>	<p>Language</p> <p>The Bidder must attest that the proposed resource is able to speak, read and write <u>English</u> at the level of proficiency defined below:</p> <p><i>DEFINITION: Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references.</i></p>



PART 4 – EVALUATION AND BASIS OF SELECTION

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 (60/100) 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 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

R1	<p>Experience with <u>Search and Rescue</u> (<i>maximum 6 points</i>)</p> <p>In addition to M2, the Bidder should demonstrate that the proposed resource has experience with one (1) additional <u>one project in the field of ground, maritime, aeronautical, and/or urban search and rescue in Canada</u> within the past 10 years.</p> <p>SCORING: 2 points will be awarded for each additional <u>project</u> of relevant experience to a maximum of <u>3 projects</u>.</p> <p><i>Submit Form A: “Summary Listing of the Experience of Proposed Individual” to substantiate response to this criterion. List only projects that comply with this criterion</i></p>																								
R2	<p>Example Assignment(s) (<i>maximum 14 points</i>)</p> <p>The Bidder should describe at least one (1) assignment(s) that demonstrate the PI proposed resource’s relevant experience <u>producing deliverables for a project(s) in the field of ground, maritime, aeronautical, and/or urban search and rescue in Canada</u> within the past ‘5’ years.</p> <p>SCORING: Up to <u>14</u> points will be awarded for the example project of relevant experience according to the following scale:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border: none;">7 Points</th> <th style="text-align: center; border: none;">Condition</th> <th style="text-align: center; border: none;">7 Points</th> <th style="text-align: center; border: none;">Condition</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; border: 1px solid black;">50%</td> <td style="border: 1px solid black;">The project is <u>very similar</u>¹ to the SoW in terms of context, objective and work undertaken</td> <td style="text-align: center; border: none;">+</td> <td style="text-align: center; border: 1px solid black;">50%</td> <td style="border: 1px solid black;">The project is comparable to the SoW in terms of <u>4/4</u> of scope², scale³, recency⁴ and role⁵</td> </tr> <tr> <td style="text-align: center; border: 1px solid black;">30%</td> <td style="border: 1px solid black;">The project is <u>generally similar</u> to the SoW in terms of context, objective and work undertaken</td> <td style="text-align: center; border: none;">+</td> <td style="text-align: center; border: 1px solid black;">30%</td> <td style="border: 1px solid black;">The project is comparable to the SoW in terms of <u>3/4</u> of scope, scale, recency and role</td> </tr> <tr> <td style="text-align: center; border: 1px solid black;">10%</td> <td style="border: 1px solid black;">The project is <u>somewhat similar</u> to the SoW in terms of context, objective and work undertaken</td> <td style="text-align: center; border: none;">+</td> <td style="text-align: center; border: 1px solid black;">10%</td> <td style="border: 1px solid black;">The project is comparable to the SoW in terms of <u>2/4</u> of scope, scale, recency and role</td> </tr> <tr> <td style="text-align: center; border: 1px solid black;">0%</td> <td style="border: 1px solid black;">The project is <u>not similar</u> to the SoW in terms of context, objective and work undertaken</td> <td style="text-align: center; border: none;">+</td> <td style="text-align: center; border: 1px solid black;">0%</td> <td style="border: 1px solid black;">The project is comparable to the SoW in terms of <u>≤2</u> of scope, scale, recency and role</td> </tr> </tbody> </table> <p>Total = 100% of the maximum allocation of ‘14’ points.</p> <p>Definitions:</p> <ol style="list-style-type: none"> 1. Similarity: the degree of comparability of the example project’s context, objective and work involved to the mandate outlined in the SoW. 2. Scope: the degree of comparability of the range of services provided by the proposed resource to the range of services required to perform the mandate outlined in the SoW. 3. Scale: the degree of comparability of the level of effort performed by the proposed resource to the effort estimated to perform the mandate outlined in the SoW. 4. Role: the degree to which the proposed resource acted as a subject and/or process specialist, lead the work involved in their contribution, and acted autonomously. 	7 Points	Condition	7 Points	Condition	50%	The project is <u>very similar</u> ¹ to the SoW in terms of context, objective and work undertaken	+	50%	The project is comparable to the SoW in terms of <u>4/4</u> of scope ² , scale ³ , recency ⁴ and role ⁵	30%	The project is <u>generally similar</u> to the SoW in terms of context, objective and work undertaken	+	30%	The project is comparable to the SoW in terms of <u>3/4</u> of scope, scale, recency and role	10%	The project is <u>somewhat similar</u> to the SoW in terms of context, objective and work undertaken	+	10%	The project is comparable to the SoW in terms of <u>2/4</u> of scope, scale, recency and role	0%	The project is <u>not similar</u> to the SoW in terms of context, objective and work undertaken	+	0%	The project is comparable to the SoW in terms of <u>≤2</u> of scope, scale, recency and role
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PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

	<p>5. Recency: the closer to the present that the example project was performed within the past <u>5</u> years. <i>Submit Form B: “Example Project” to substantiate response to this criterion.</i></p>										
<p>R3</p>	<p>Methodology (<i>maximum 25 points</i>)</p> <p>The Bidder should submit a high-level approach & methodology for performing the work.</p> <p>SCORING: Up to <u>25</u> points will be awarded for the proposed approach & methodology according to the following scale:</p> <table border="1"> <thead> <tr> <th>Points</th> <th>Condition</th> </tr> </thead> <tbody> <tr> <td>100%</td> <td>The methodology comprehensively addresses all aspects of the mandate, is deemed to effectively achieve the mandate’s objectives, and may be implemented cost-effectively</td> </tr> <tr> <td>70%</td> <td>The methodology comprehensively addresses all aspects of the mandate, is deemed to be moderately effective in achieving the mandate’s objectives, and may be implemented in a moderately cost-effective manner</td> </tr> <tr> <td>30%</td> <td>The methodology addresses only some aspects of the mandate, is deemed to be only somewhat effective in achieving the mandate’s objectives, <u>or</u> is unlikely to be implemented in a cost-effective manner</td> </tr> <tr> <td>0%</td> <td>The methodology does not address key aspects of the mandate, is not deemed to be effective in achieving the mandate’s objectives, or is can not be implemented in a cost-effective manner</td> </tr> </tbody> </table> <p>Examples of criteria to be addressed in the methodology include, but are not limited to:</p> <ul style="list-style-type: none"> • Information sources and information collection methods; • Stakeholders that are proposed to be consulted and the approach to that consultation; • Approach(es) to information analysis; • Manner in which observations, analyses, findings, conclusions and recommendations will be presented; and • Proposed roles, responsibilities and relations between project resources, etc. <p><i>The response should not exceed two (2) pages in length.</i></p>	Points	Condition	100%	The methodology comprehensively addresses all aspects of the mandate, is deemed to effectively achieve the mandate’s objectives, and may be implemented cost-effectively	70%	The methodology comprehensively addresses all aspects of the mandate, is deemed to be moderately effective in achieving the mandate’s objectives, and may be implemented in a moderately cost-effective manner	30%	The methodology addresses only some aspects of the mandate, is deemed to be only somewhat effective in achieving the mandate’s objectives, <u>or</u> is unlikely to be implemented in a cost-effective manner	0%	The methodology does not address key aspects of the mandate, is not deemed to be effective in achieving the mandate’s objectives, or is can not be implemented in a cost-effective manner
Points	Condition										
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0%	The methodology does not address key aspects of the mandate, is not deemed to be effective in achieving the mandate’s objectives, or is can not be implemented in a cost-effective manner										
<p>R4</p>	<p>Work Plan (<i>maximum 25 points</i>)</p> <p>The Bidder should submit a high-level plan for performing the work.</p> <p>SCORING: Up to <u>25</u> points will be awarded for the proposed work plan according to the following scale:</p> <table border="1"> <thead> <tr> <th>Points</th> <th>Condition</th> </tr> </thead> <tbody> <tr> <td>100%</td> <td>The work plan comprehensively addresses all aspects of the work; the schedule respects deadlines and is realistic</td> </tr> <tr> <td>70%</td> <td>The work plan addresses all key aspects of the work; the schedule respects deadlines and is generally realistic</td> </tr> </tbody> </table>	Points	Condition	100%	The work plan comprehensively addresses all aspects of the work; the schedule respects deadlines and is realistic	70%	The work plan addresses all key aspects of the work; the schedule respects deadlines and is generally realistic				
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PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

	<table border="1"> <tr> <td style="text-align: center;">30%</td> <td>The work plan addresses all only some aspects of the work; the schedule respects deadlines but is generally not realistic;</td> </tr> <tr> <td style="text-align: center;">0%</td> <td>The work plan does not address key aspects of the work; the schedule does not respect deadlines or is not realistic</td> </tr> </table>	30%	The work plan addresses all only some aspects of the work; the schedule respects deadlines but is generally not realistic;	0%	The work plan does not address key aspects of the work; the schedule does not respect deadlines or is not realistic								
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0%	The work plan does not address key aspects of the work; the schedule does not respect deadlines or is not realistic												
R5	<p>Risk (maximum 10 points)</p> <p>The Bidder should identify two (2) issues deemed the most significant risks to successfully achieving the mandate’s objective and a proposed means of resolution for each risk.</p> <p>SCORING: Up to 5 points will be awarded for <u>each</u> identified issue and proposed strategy according to the following scale:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Points</td> <td style="width: 50%; text-align: center;">Points</td> </tr> <tr> <td style="text-align: center;">Condition</td> <td style="text-align: center;">Condition</td> </tr> <tr> <td style="text-align: center;">2.5</td> <td style="text-align: center;">2.5</td> </tr> <tr> <td style="text-align: center;">25%</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">10%</td> <td style="text-align: center;">15%</td> </tr> <tr> <td style="text-align: center;">0%</td> <td style="text-align: center;">0%</td> </tr> </table> <p style="text-align: center;">+ </p> <p>Total = 100% of the maximum allocation of ‘10’ points (2 issues x (max 25% + 25%) = 100%). <i>The response should not exceed one (1) page in length.</i></p>	Points	Points	Condition	Condition	2.5	2.5	25%	25%	10%	15%	0%	0%
Points	Points												
Condition	Condition												
2.5	2.5												
25%	25%												
10%	15%												
0%	0%												

1. SUBMISSION RESPONSE FORMS

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

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

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



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

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

4.3 Form B: “Example Project”

Project Name	Project Start	Project End	Duration
Client Organization	Reference Name	Telephone	Email
Project Objective	Resource Role		
Project Description	Resource Involvement		
	Start (mmm-yy)	End (mmm-yy)	Days Effort



PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

	Services Provided
Project Stakeholders	

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

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

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

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

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

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

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

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

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

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

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

12 – ‘Role of individual’ signifies the principal capacity in which the resource provided his/her services on the assignment.

13 – ‘Resource Start’ signifies the month and year in which the proposed resource began working on the project, not when the project began.

14 – ‘Resource End’ signifies the month and year in which the proposed resource began stopped working on the project, not when the project ended.

15 – ‘Days Effort’ signifies the total number of billable days that the proposed resource worked on the assignment. Unless clear details are provided to the contrary, it will be assumed that the number of days worked are prorated evenly over the duration of the assignment.

16 – ‘Services Provided’ signifies a brief description of the services provided by the proposed resource as their contribution toward the assignment.



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 60 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 equal 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		97/100	89/100	88/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$97/100 \times 70 = 70$	$89/100 \times 70 = 62.3$	$92/100 \times 70 = 61.6$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		94.55	89.3	91.60
Overall Rating		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

Part I (Table 1)

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
Principal Researcher / Project Leader			
Additional Researcher (s)			
Others as required			
Total			

The firm per diem rates proposed in Part I will form the basis of payment for task Authorization issued for Part 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 Parts of the requirement. Task Authorizations for Part II will use the basis of payment established for Part 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 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
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PART 4 – EVALUATION CRITERIA AND BASIS OF SELECTION

<p>Direct Expenses: Materials, supplies, and other direct expenses incurred during the performance of the Work at actual cost with a Mark-up.</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		_____ %	
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6.1.3 Subcontracts (Table 3)

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

6.1.4 TOTAL

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

Note: Public Safety Canada is evaluating the financial proposals based on the proposed cost for Part 1. A Ceiling rate for Part II has been established at \$75,000 and will form part of any resulting contract. Work proposed under Task Authorization for Part II will be based on the per diems of proposed resources in Part 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 202205250 that I agree to be bound by the instructions, clauses, and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

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

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

2. Certifications Precedent to Contract Award

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



PART 5 - CERTIFICATIONS

2.1 CERTIFICATION 2

CERTIFICATION OF EDUCATION / EXPERIENCE:

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

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

2.2 CERTIFICATION 3- Certification of Availability and Status of Personnel

2.2.1 Availability of Personnel:

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

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

(signature)

(Name and Title)

(Date)

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

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

AVAILABILITY AND STATUS OF PERSONNEL

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

Signature of Proposed Personnel

Date



PART 5 - CERTIFICATIONS

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

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

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

2.4 CERTIFICATION 5- CONFLICT OF INTEREST

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Bidder or any of its subcontractors, employees, agents, or representatives are in any manner directly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Bidder represents and certifies that 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. 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 because of the implementation of various programs to reduce the Public Service.

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



PART 5 - CERTIFICATIONS

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

STATEMENT:

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

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

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



PART 5 - CERTIFICATIONS

2.6 Basis for Canada's Ownership of Intellectual Property

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

The Bidder concurs with the foregoing.

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date



PART 6 -Resulting Contract Clauses

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex “A” and the Bidder’s technical proposal in response to RFP **202205250**

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 Part 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, except for Part 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 using 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



PART 6 -Resulting Contract Clauses

- the Contract method(s) of payment applicable to the task or revised task and, as applicable, the associated schedule of milestones.

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.



PART 6 -Resulting Contract Clauses

J. Periodic Usage Reports - Contracts with TAs

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, then 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.



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2. Work Authorization

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 Part 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 Part 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 Part II, the Contracting Authority will advise the Contractor in writing to commence work on Part II. The Contractor must immediately comply with the notice.

If Canada decides not to proceed with Part 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.



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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.

2.2.2 Office of the Procurement Ombudsman

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

Dispute Resolution

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

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

Contract Administration

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

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

3. Security Requirement

This document is UNCLASSIFIED, however.

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



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4. Term of Contract

4.1 Period of Contract

The period of the Contract is from award to March 31st, 2023.

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 because 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



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

5.2 Project Authority

The Project Authority for the Contract is:

To be identified at Contract award.

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

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

5.3 Contractor's Representative

To be determined.

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

6. Payment

6.1 Basis of Payment – Ceiling Price – Phase I

In consideration of the Contractor satisfactorily completing all 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.



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6.2 Authorized TA - Part 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 \$ (75,000 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.

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 Part II will be established upon or after the completion of Part 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.



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- 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.

6.4 Method of Payment

One, several or all 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 monthly for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:



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- 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.
- 7.2 An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.
- 7.3 Each invoice must be supported by:
 - (a) a copy of time sheets to support the time claimed.
 - (b) a copy of the release document and any other documents as specified in the Contract.
- 7.4 In the ongoing efforts of being a department that contributes to the greening initiative, as well as to improve our efficiencies when processing invoices, Public Safety Canada is moving towards receiving all invoices electronically from vendors. We ask, where possible, that vendors send their invoices electronically and do not send their invoices in paper format through regular postal mail services.
Email address: PS.InvoiceProcessing-TraitementDesFactures.SP@canada.ca

8. Certifications

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

9. Applicable Laws

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

10. Priority of Documents

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



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- (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 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 202205250

11. Work Permit and Licenses

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

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

12 Joint venture

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract.
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solitarily 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:



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

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

15. **Non-Permanent Resident**

Non-Permanent Resident

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

16. **International Sanctions**

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

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

It is a condition of this Contract that the Consultant does 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



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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 “A” STATEMENT OF WORK

1. TITLE

Updating the Canadian USAR Classification Guide and Developing a National Accreditation Process

2. OBJECTIVE

Public Safety Canada (PS) has the requirement for the services of a Contractor to oversee the project management of several key activities related to Canada’s Urban Search and Rescue (USAR) Program. This is to be conducted in three phases. During the **first phase**, the Contractor is to develop a comprehensive work plan and approach that will clearly articulate the work to be done in the second and third phases. During the **second phase**, the Contractor is to update the national standards for the Program, and during the **third phase**, the Contractor is to develop options for the implementation of a national accreditation process for the Program. The focus of the latter will initially be on Heavy Urban Search and Rescue (HUSAR) teams. Both activities must be informed by International Search and Rescue Advisory Group (INSARAG) guidelines and processes.

In the delivery of this project, PS wishes to work closely with its stakeholders to ensure the responsiveness of the standards and national accreditation process to the needs of the stakeholders and in respect of internationally recognized processes.

PS may also have ad hoc work following the fixed price deliverable above. The additional ad hoc work will be authorised with a Task Authorization using the basis of payment established in the contract.

3. BACKGROUND

PS is a federal department with a mandate to keep Canadians safe from a range of risks such as natural disasters, crime, and terrorism. As part of this mandate, it helps communities protect themselves from emergencies and disasters related to all kinds of hazards through national leadership in the development and implementation of policies, plans, and a range of programs.

Under the area of emergency response, and within the purview of search and rescue, one such program that PS supports in collaboration with provincial and territorial emergency management counterparts, is the HUSAR Program.

USAR refers to a set of specialized search and rescue skills that involves the location, extrication, and initial medical stabilization of persons trapped in damaged or collapsed infrastructure. USAR teams are classified into categories of light, medium, and heavy to reflect performance criteria and equipment types used. HUSAR is the most technically specialized form of USAR. In Canada, HUSAR ‘Task Forces’ are comprised of specialists from across the emergency response spectrum, and capabilities include search and rescue, communications, logistics, emergency medical assistance, technical and canine search, and structural assessment. Although traditionally designed and used for the purpose of structural collapse, these teams also have all-hazards technical response capabilities that have been used across a wide range of natural and human-made disasters (e.g., earthquakes, mudslides, flooding, forest fires, tornadoes, among others).

PS currently provides financial and policy support to Canada’s HUSAR Program, which aims to sustain the HUSAR capabilities of the six (6) Task Forces located in Vancouver, Calgary, Manitoba, Toronto, Montreal, and Halifax, along with supporting initiatives that will lead to timely and effective HUSAR response and interoperability among the Task Forces. A USAR Advisory Committee that is comprised of PS, the provinces/territories, and the HUSAR Task Forces guides the work and long-term vision for the HUSAR Program.



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Globally, a network of countries and organizations under the United Nations umbrella exists to deal specifically with USAR related issues, including the establishment of minimum international standards for USAR teams and methodology for international coordination in earthquake response. This network is referred to as INSARAG. The INSARAG Guidelines 2020 provides a methodology to guide countries in their own USAR response and that of international teams responding to an affected country. INSARAG also provides two forms of certification for countries with USAR teams; one is the INSARAG External Classification (IEC), which provides verification of the achievement of the standards for teams with an international deployment mandate, and the other is the INSARAG Recognized National Accreditation Process (IRNAP), which provides countries with a national USAR accreditation process verification that they have incorporated and implemented the INSARAG methodology within their own national standards and processes. As part of the latter process, countries participate in a support process to ensure implementation of the criteria and steps for national USAR team accreditation processes.

Early on in the inception of the Canadian USAR Program, PS developed and published a Canadian USAR Classification Guide that defined the standard array of tools, equipment, and supplies suitable for teams at the light, medium, and operational levels. This Classification Guide, although initially developed to conform with draft INSARAG standards, needs to be updated to directly reflect INSARAG's periodically updated and currently published Guidelines. Furthermore, there is no mechanism in place to formally accredit USAR teams as light, medium, or heavy.

In articulating the long-term vision for the HUSAR Program and USAR in Canada, the USAR Advisory Committee has committed to the formal adoption of INSARAG standards through the updating of the Canadian USAR Classification Guide, and to proceed with the establishment of a national USAR team accreditation mechanism to ensure strengthened national and local capacity building and interoperability. PS is therefore seeking a Contractor to lead the work in these key areas.

References:

PS HUSAR Program

<https://www.publicsafety.gc.ca/cnt/mrgnc-mngmnt/rspndng-mrgnc-vnts/hvyrbn-srch-rsc-en.aspx>

Canadian USAR Classification Guide

<https://www.publicsafety.gc.ca/cnt/rsrscs/pblctns/rbn-srch-rsc/index-en.aspx>

INSARAG

<https://www.insarag.org/>

INSARAG National Accreditation Process

<https://www.insarag.org/capacity-building/national-guidelines/>

4. SCOPE

The Contractor will lead the work on the above noted activities as they pertain to Canada's HUSAR Program, and in collaboration with the PS Project/Technical Authority and the USAR Advisory Committee:

Phase One

- Develop a comprehensive work plan and approach for the work to be done to update the Canadian USAR Classification Guide and establish a national USAR team accreditation mechanism.

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Phase Two

- Updating of the Canadian USAR Classification Guide to ensure operational capabilities and equipment at the various USAR classification levels are in accordance with INSARAG standards, while taking into context current Canadian practices and standards.

Phase Three

- Articulating a national accreditation process for the USAR Program that is in accordance with the Canadian USAR Classification Guide and INSARAG methodologies/IRNAP process. The Contractor must include potential models for the establishment of a national accrediting body, with a recommendation on preferred model.

5. TASKS

All public health guidelines as they pertain to the COVID-19 pandemic must be respected by the Contractor during completion of all tasks.

The Contractor must perform the following tasks:

Phase One – Work Plan and Approach

Attend a kick-off meeting with the PS Project/Technical Authority and other stakeholders to discuss the objectives and requirements of the mandate and the Contractor's provisional approach & methodology. The meeting will take place within one (1) week of contract award at PS' facilities in Ottawa or by teleconference (as determined by the PS Project/Technical Authority).

Develop a detailed Work Plan that identifies:

- i. tasks to be performed,
- ii. deliverables to be produced,
- iii. roles & responsibilities of the resources proposed to perform the work,
- iv. schedule for the performance of each element of work and submission of each deliverable,
- v. cost associated with the performance of each element of the work and each deliverable.

Submit the detailed Work Plan to the PS Project/Technical Authority for review, feedback and approval within two (2) weeks of the kick-off meeting.

Phase Two – Updating of USAR Classification Guide

The Contractor must perform the following:

- Conduct a thorough review of key documentation and information provided by the PS Project/Technical Authority.
- Engage and consult key stakeholders implicated in the Canadian USAR Classification Guide (list of key stakeholders to be provided by PS Project/Technical Authority).
- Draft an updated Canadian USAR Classification Guide; this must be in alignment with INSARAG Guidelines.

Phase Three – National Accreditation Process Development

The Contractor must perform the following:

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- Conduct a thorough review of key documentation and information provided that will help inform development of options for a national accreditation process. This must include a review of relevant pre-existing accreditation processes (e.g., Ground Search and Rescue in Canada, other countries’ accreditation processes).
- Engage and consult the key stakeholders necessary to inform development of options for a national accreditation process.
- Conduct an assessment of gaps and needs as it relates to where the current Program is at within INSARAG standards for national capacity building and the IRNAP process (utilizing the IRNAP self-assessment checklist). Assessment must address at minimum issues of Program governance and authority, accountability, funding, and team capabilities.
- Articulate a national accreditation process for the USAR Program that is in accordance with the Canadian USAR Classification Guide and INSARAG methodologies/IRNAP process. The Contractor must include potential models (3-5) for the establishment of a national accrediting body, with a recommendation on most *aligned/appropriate* model.
- This document must:
 - (1) Be in alignment with the draft HUSAR National Concept of Operations and the national program overview document (to be provided by PS Project/Technical authority), and consistent with the INSARAG IRNAP process.
 - (2) Clearly articulate governance and accountabilities and key stakeholders.
 - (3) Clearly articulate the process through which teams will be evaluated against standards, and a proposed timeframe for completion of process for a team pursuing accreditation (this product will inform guidance for the teams who will be seeking accreditation).
- Once the preferred model for a national accrediting body is chosen by the PS Project/Technical Authority, a Terms of Reference will be drafted for this body by the Contractor.

6. DELIVERABLES

6.1 The Contractor must produce the following deliverables:

No.	Deliverable	Content	Format	Due Date
6.1.1	Phase One - Work Plan	<ul style="list-style-type: none"> • Tasks, deliverables, resource assignment, schedule and activity-based costing. • Draft Work plan and approach to be reviewed by PS Project/Technical Authority. 	MS Word	within 2 weeks of kick-off meeting
		<ul style="list-style-type: none"> • Final Work plan and approach approved by PS Project/Technical Authority prior to moving on to Phase Two. 		20%
6.1.2	Phase Two – Updating of USAR Classification Guide	<ul style="list-style-type: none"> • A report of identified gaps in the Canadian USAR Classification Guide, compared to requirements in the INSARAG Guidelines. To be reviewed by the PS Project/Technical Authority prior to drafting of updated USAR Classification Guide. • A draft of an updated USAR Classification Guide. To be reviewed by the PS Project/Technical Authority. 	MS Word	as per the work plan schedule



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		<ul style="list-style-type: none"> • A Final updated USAR Classification Guide approved the PS Project/Technical Authority. 		40%
6.1.3	Phase Three – National Accreditation Process Development	<ul style="list-style-type: none"> • A report of identified gaps in the current national USAR system, compared to requirements in the INSARAG Guidelines. To be reviewed by the PS Project/Technical Authority prior to the development of national accreditation process models. • A draft document outlining national accreditation process and potential models for accrediting body. The latter will be reviewed by the PS Project/Technical Authority to select preferred model and prior to final document being submitted. • A draft Terms of Reference articulating a national accrediting body to be reviewed by the PS Project/Technical Authority. 	MS Word	as per the work plan schedule
		<ul style="list-style-type: none"> • A final document outlining national accreditation process and potential models for accrediting body approved by the PS Project/Technical Authority. • A Final Terms of Reference articulating a national accrediting body to be approved by the PS Project/Technical Authority. 		40%
6.1.4	Status reports	Activities completed/active/upcoming, schedule & budget variance, issues/risks & proposed responses, and proposed change requests.	Email	weekly over contract period

6.2 All deliverables must be submitted in draft form at least two (2) days before the delivery date identified in the detailed Work Plan to allow input by the PS Project/Technical Authority. 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.

6.3 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.

6.4 The contractor must provide all electronic copies of deliverables using the Microsoft Office suite of software (version 2010).

7. LOCATION OF WORK



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- 7.1 The Contractor will be expected to conduct the work at their own facilities; however the contractor's resources must be available to participate in meetings at PS' facilities in Ottawa, ON as required. These meetings may either be in person or via teleconference as determined by the PS Project/Technical Authority.
- 7.2 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.
- 7.3 No travel outside of the National Capital Region (NCR) is anticipated in the performance of the activities described in this Statement of Work.

8. LANGUAGE OF WORK

- 8.1 All communications with PS 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. CONSTRAINTS

- 9.1 Contractor personnel must adhere to the following standards / specifications / policies / directives:

[Privacy Act \(justice.gc.ca\)](http://justice.gc.ca/privacy-act)

[Official Languages Act \(justice.gc.ca\)](http://justice.gc.ca/official-languages-act)

[INSARAG GUIDELINES 2020 – INSARAG](#)

[INSARAG External Support and Recognition Process – INSARAG](#)

10. PUBLIC SAFETY CANADA SUPPORT

10.1 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 departmental stakeholders, and
- iv. provision of timely review, feedback on and approval of deliverables (*approximately 5-10 business days unless otherwise specified*).



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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 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.

Contract 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"
Work Plan	Draft and Final Work plan	20%	
Updating of USAR Classification Guide	Draft and final A report of identified gaps in the Canadian USAR Classification Guide, compared to requirements in the INSARAG Guidelines. To be reviewed by the PS Project/Technical Authority prior to drafting of updated USAR Classification Guide. A draft and final of an updated USAR Classification Guide.	40%	



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<p>National Accreditation Process Development</p>	<p>A draft and final report of identified gaps in the current national USAR system, compared to requirements in the INSARAG Guidelines. To be reviewed by the PS Project/Technical Authority prior to the development of national accreditation process models.</p> <p>A draft and final document outlining national accreditation process and potential models for accrediting body.</p> <p>A draft and final Terms of Reference articulating a national accrediting body to be reviewed by the PS Project/Technical Authority.</p>	<p>40%</p>	
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Contract Part II

The Part I firm per diem rates will form the basis of payment for task Authorizations issued for Part 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 Part 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 Parte 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 Leader			
Additional Researcher (s)			
Others as required			

* **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.



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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 C – SECURITY REQUIREMENT CHECKLIST

N/A



ANNEX D – TASK AUTHORIZATION

Contract Number	At STEP 1 a, enter the PWGSC resulting contract number.
Task Authorization (TA) Number	Instructions to the TA Authority: Enter the
Contractor's Name and Address	
Instructions to the TA Authority: Enter the name and address here.	
Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:	\$_____ Instructions to the TA Authority: Enter the amount here.
TA Revisions Previously Authorized	
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	
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$_____ Instructions to the TA Authority: Enter the amount here, as applicable.
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$_____ Instructions to the TA Authority: Enter the amount here, as applicable.
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$_____ Instructions to the TA Authority: Enter the amount here, as applicable.
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$_____ Instructions to the TA Authority: Enter the amount here, as applicable.
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$_____ Instructions to the TA Authority: Enter the amount here, as applicable.
New TA Revision	
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.	
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$_____ Instructions to the TA Authority: Enter the amount here, as applicable.



Total Estimated Cost of Task (Applicable Taxes extra) after this revision:	\$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.
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Contract Security Requirements (as applicable)

This task includes security requirements. At STEP 1 a): check the applicable boxes.

No
 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”.

Required Work

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.

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

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](#)

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 Contracting Authority - Nom de l'autorité contractante _____	
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

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”

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 Rate	Daily Rate	Level of Effort (Estimated number of days required to perform the Work)
Senior Consultant		\$		
Junior Consultant		\$		

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

☞ 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>MILEST ONE</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