



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS  
À :**

Public Safety and Emergency  
Preparedness Canada  
Contracting and Procurement Section  
340 Laurier Avenue West,  
1st Floor Mailroom –  
Ottawa ON K1A 0P8  
Attention: Krystal Maloney

**Request For Proposal  
Demande de proposition**

Offer to: Public Safety and Emergency Preparedness  
Canada

We hereby offer to provide to Canada, as represented by  
the Minister of Public Safety and Emergency Preparedness  
Canada, in accordance with the terms and conditions set  
out herein or attached hereto, the goods, services, and  
construction detailed herein and on any attached sheets.

Offre au: Ministère des Sécurité publique et Protection civile  
Canada

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

**Comments – Commentaires:**

**BIDDERS MUST WAIT TO HAVE THEIR  
PROPOSALS TIME STAMPED IF THEY ARE  
HAND DELIVERING TO THE MAILROOM**

**Entrance is on Gloucester at  
shipping door, behind the building**

Instructions: See Herein  
Instructions: Voir aux présentes

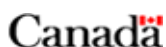
Vendor/Firm Name and Address  
Raison sociale et adresse du  
Fournisseur/de l'entrepreneur

**Issuing Office – Bureau de  
distribution**

Public Safety and Emergency Preparedness  
Canada  
Contracting and Procurement Section  
269 Laurier Avenue West  
13<sup>th</sup> Floor, Office 13B-37  
Ottawa, Ontario  
K1A 0P8

<b>Title – Sujet</b> Capacity of Forensic Laboratories in Canada to Test for Drugs	
<b>Solicitation No. – N° de l'invitation</b> 201704838	<b>Date</b> 2016-11-28
<b>Solicitation Closes – L'invitation prend fin</b>	
<b>At – à</b> <b>On – le</b>	<b>02:00 PM</b> <b>2017-01-11</b>
<b>Time Zone</b> Fuseau horaire  EST	
<b>Delivery Required – Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Krystal Maloney	
<b>Telephone No. – N° de telephone</b> (613) 949-9921	<b>FAX No. – N° de FAX</b> (613) 954-1871
<b>Destination – of Goods, Services and Construction:</b> <b>Destination – des biens, services et construction:</b> Public Safety Canada 269 Laurier Avenue West, Ottawa, Ontario K1A 0P8	
<b>Security – Sécurité</b> No Security requirements	

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





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

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**Vendor Name and Address**

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

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

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Central Point of Contact**

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

Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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



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## PART 1 – GENERAL INFORMATION

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### 1. Requirement Summary

Public Safety Canada (PS) has a requirement for a Contractor to perform services as required to determine the current laboratory capacity to deal with a potential influx of samples to be tested for cannabinoids and other drugs in Canada.

### 2. Terms and Conditions of the resulting Contract

The general terms and conditions and clauses contained in Part 7 form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.

### 3. Period of Work

The period of the Contract will be from the date of Contract award to **December 31 2017**

### 4. Contracting Authority

Krystal Maloney  
Contracting and Procurement  
Public Safety Canada  
269 Laurier Avenue West, 13<sup>th</sup> Floor  
Ottawa, Ontario K1A 0P9  
Tel: 613-949-9921  
Fax: 613-954-1871  
Email: [ps.contractunit-unitedecontrats.sp@canada.ca](mailto:ps.contractunit-unitedecontrats.sp@canada.ca)

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

### 5. Inspection/Acceptance

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

### 6. Intellectual Property

Public Safety Canada has determined that any intellectual property arising from the performance of the Work under the resulting contract will belong to Canada on the following grounds:

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

### 7. 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.



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## PART 1 – GENERAL INFORMATION

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### **8.      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.

### **9.      Security**

There is no security requirement



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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### 1. Enquiries - solicitation stage

All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named in Part 1, item 5 as early as possible within the bidding period.

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

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

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

### 2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

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

### 3. Proposal Validity Period

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

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

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



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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

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(2016-04-04) Standard Instructions – Goods or Services – Competitive Requirements** are incorporated by reference into and form part of the bid solicitation.

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

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

### 5. Status and Availability of Resources

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

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

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

### 6. Internal Approvals

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

### 7. Procurement Ombudsman

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



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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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### 1. Proposal Preparation Instructions:

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

- Section I: Technical Offer, 4 hard copies AND 1 soft copy on CD, DVD or USB Flash Drive
- Section II: Financial Offer, 1 hard copy
- Section III: Certifications, 1 hard copy

**If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.**

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 1.1 Section I: Technical Bid

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

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

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

**Failure to provide a technical proposal (by the closing date as indicated on page 1) with the submission will result in non-compliance and will not be evaluated.**

#### 1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Part 5, Article 6. The total amount of Applicable Taxes must be shown separately.

**Failure to provide a financial proposal (by the closing date as indicated on page 1) with the submission will result in non-compliance and the bid will not be evaluated.**





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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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### 1.3 Section III: Certifications

Bidders must submit the certifications required under Part 6.

### 2. Submission of Proposals

Your proposal is to be addressed as follows and **must be received on or before 14:00 hours EST, 2017-01-11.** Please ensure that all envelopes/boxes, etc. are marked **URGENT**.

Krystal Maloney  
Contracting and Procurement Section  
Public Safety Canada  
340 Laurier Avenue West, 1<sup>st</sup> Floor Mailroom  
Ottawa, Ontario, K1A 0P9  
Tel: 613-949-9921  
Fax: 613-954-1871

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

The financial price must be presented in **ONLY** the financial proposal section. **NO** financial pricing should be indicated in any other Section of the proposal.

### 3. Evaluation Procedures:

Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in Part 5.

- (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 will be composed of representatives of Canada.

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

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

**Contractor Selection Method is outlined in Part 5, Article 5.**



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## PART 4 – STATEMENT OF WORK

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### 1. Background

In 2016, and as outlined in his mandate letter, the Minister of Public Safety is to “work with the Minister of Justice and the Minister of Health on efforts that will lead to the legalization and regulation of marijuana.”

Researchers from the Department of Public Safety have recently completed a report titled “Cannabis Performance Metrics for Policy Consideration: What do we need to measure?” (Maslov, Lawrence, and Ferguson, 2016). In it, the authors identified some 45 cannabis policy metrics which policy makers could consider collecting as baseline data prior to any shift in policy on marijuana. Collection of baseline data is important because it allows researchers and policy makers to examine the impact of policy through comparing pre- and post-policy data to further inform decision-making.

The laboratory testing of cannabinoids (psychoactive ingredients found in cannabis) and other drugs found in the human body in a timely and reliable manner is extremely important. There are two main reasons for testing the presence of drugs in the body. First, from a law enforcement perspective the testing is required to provide documentary evidence regarding an offence or infraction. For example, law enforcement could require the testing of blood, urine, saliva or similar samples for drugs as a form of supporting for evidence of the offence of driving under the influence of drugs (DUID). Second, such testing can be necessary to demonstrate voluntary compliance with a standard or regulation. For instance, the testing of blood, urine, saliva or similar may aid private employers or insurers in determining non-compliance with policies on drug use related to the terms of contracts.

Under the current law, when there is a suspicion of impairment while driving, some enforcement officers have the legal right to test an individual for the presence of drugs in their system to determine whether they are fit to operate the vehicle, or whether they were under the influence of the drug at the time of an accident. In the case of driving and road accidents in particular, it is important to distinguish between samples collected from uninjured, injured, and deceased drivers. Samples collected from uninjured drivers would include sampling by the police at a roadside block, similar to the tests for alcohol. Samples collected from injured drivers would be collected after the accident, most likely by either the police or medical personnel, whereas samples collected from deceased drivers could be collected by the police, medical, or coroner personnel. Currently, tests on deceased individuals could be conducted through the analysis of human body fluids or adjuncts such as saliva, urine, blood, or hair.<sup>1</sup>

It is important to remember that, once cannabis is legalized and regulated, it is possible that the cases of driving under the influence could increase in Canada. In Colorado, where the recreational use of marijuana was legalized in 2012, the cases of driving under the influence of cannabis doubled since the year of legalization, from 5.7% in 2012 to 12.3% in 2014 (Colorado Department of Transportation, n.d.). The increase can also be attributed to an increase in law enforcement focusing on impaired drivers and road safety. The number of road fatalities involving a drugged driver has also increased in Colorado, from 18.8% in 2012 to 28.5% in 2014 (albeit the proportion for 2014 is only 4.6% higher than that for 2011) (Colorado Department of Transportation, n.d.). A similar portrait emerges in the state of Washington, where the recreational use of cannabis was also legalized in 2012. There, the cases of positive testing for THC in the blood samples of drivers have been rising from about 19% in 2012, to 33% in early 2015 (Kaste, 2015). Based on this, we can likely expect the demand for DUID testing to rise after legalization.

In the case of testing for the presence of cannabinoids and other drugs in the drivers' system, it should be expected that the number of samples requiring lab analysis will increase dramatically once cannabis is legalized, simply because the police will be reacting to the new regime with a similar approach as they do for driving under the influence of alcohol. Roadside checks and random screening of drivers for drugs will likely occur more often, thus increasing the number of samples that will need to be tested for drugs.

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<sup>1</sup> While breathalyzer technology is currently being developed for a number of drugs that are not alcohol, the focus of this study is on samples originating from a human body that can be sent for analysis to a lab.



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## PART 4 – STATEMENT OF WORK

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Given the likelihood of an increase in cases of DUID after the legalization of cannabis and the potential increased demand on labs to process samples that test for the presence of drugs in a human body, it is important to understand what is the current laboratory capacity to deal with a potential influx of samples to be tested for cannabinoids and other drugs in Canada.

### 2. Project Objectives

The following objectives are set for this project:

- a) Describe the laboratory intake and internal processes used to analyze biological samples to determine the presence and level of concentration of illicit drugs in a bodily fluid sample .
- b) Through a developed and approved research instrument, determine the laboratories' technical abilities and limitations (e.g., accuracy, time it takes, validity, etc.) specifically related to performing blood and other samples analysis to confirm presence of drug in bodily fluids. Describe the surveyed laboratories sample's capacity to process the biological samples, as well as the costs incurred by the clients who request the sampling.
- c) Discuss the potential for a backlog of samples, should there be a foreseeable increase in the influx of samples.
- d) Provide a series of recommendations based on the analysis of the data collected to contribute to the development of a framework for the forensic analysis of bodily fluid samples in Canada.

### 3. Approach and Methodology

Two previous papers were written for Public Safety Canada on the topic of capacity of forensic laboratories in Canada to deal with a potential influx of DNA samples as a result of Bill C-13 and C-18. The first, a prequel paper to the second, is titled "DNA Forensic Laboratory Services Cost and Capacity Review" (Government Consulting Services, 2009), while the second is titled "A Feasible and Sustainable Model for Forensic Service Delivery in Canada" (Maguire, 2010). These two papers may serve as methodological examples of how the current project could commence and proceed.

The project must begin with a literature review on the topic of laboratory testing drugs. The literature review will include an international perspective on the capacity of forensic labs to process drug-related samples. The international component could include countries with regimes that are somewhat non-restrictive, decriminalized, legalized, or in the process of decriminalizing/legalizing cannabis or other drugs. Further, the countries would have similar judicial systems and approaches to DUID that are similar to Canada. These could include, but are not limited to: United Kingdom; Australia; New Zealand; Netherlands; Spain; Portugal; Uruguay; and four U.S. states: Alaska, Oregon, Washington; and Colorado. It is understood that some material will not be available in English or French. The successful bidder would not be required to be proficient in languages other than Canada's two official languages, or use translation services to translate foreign languages.

Based on the literature review, the Contractor will design the research instrument(s). The researcher will design either or both: a questionnaire to be sent to the laboratories; an in-depth interview guide. Once approved by the Project Authority (PA), the research instrument(s) will be sent to the selected laboratories in Canada and in the U.S. states of Colorado, Oregon, and Washington.<sup>2</sup> The PA could assist the successful bidder with the list of laboratories in Canada, as well as share ideas for the questions that should be asked on the research instrument.

An attempt should further be made to obtain any reports or qualitative and quantitative data that the laboratories can share publicly. The reports and the data should be analyzed with a goal of responding to the objectives raised in Section 2.

Once the necessary data is collected, the successful bidder will produce a report that responds to the objectives set in Section 2. The report will focus on the issue of the capacity of labs to process drug-

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<sup>2</sup> These states were selected for analysis because of the recent developments in the field of legalization of recreational use of cannabis, as well as because of their similarity to Canada in terms of judicial system and policing approaches.



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## PART 4 – STATEMENT OF WORK

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related samples in Canada, as well as highlight the similarities and differences between the situation in Canada and the three U.S. states. Further, the report will address, in detail, the policy implications for Canada based on what was learned from the survey and literature review.

### 4. Tasks

The Contractor must perform the following tasks:

- 4.1 Meet with the PA/Technical Authority (TA) for a kick-off meeting, either in person or by teleconference within five days of contract award to discuss the overall requirement; the approach and methodology; the work plan, and; to clarify any issues.
- 4.2 Submit both an updated work plan, and updated methodology and approach based on the discussion at the kick-off meeting. Both documents must be submitted within 5 days of the kick-off meeting.
- 4.3 Submit both an email invitation letter that describes the project and invites the laboratories to participate in the study, and a research instrument (either or both the interview guide and the questionnaire) that will be used to guide data collection process, and the list of laboratories to be contacted (approximately 80 laboratories in Canada and approximately X in the US. To be confirmed after contract award). The Contractor must not send the email to the laboratories until approval is granted by Public Safety. The Contractor must use Canada's two official languages as required.
- 4.4 Once approval for the email invitation letter is granted, the Contractor must send the invitation to the identified laboratories.
- 4.5 Through a combination of a literature review and analyses of available data respond to the objectives of this project set out in Section 2.
- 4.6 Submit a draft report that responds, at a minimum, to the objectives raised in Section 2, Project Objective. The draft report must include an abstract, a summary (no more than 2 pages), conclusion, bibliography, appendices (such as tables of data, methodological details, etc.). The main body of the report should be no more than 25 to 30 pages. The report must conform to the Public Safety Canada MSWord report template format. Submit a final report that incorporates all comments and revisions requested by the PA/TA.
- 4.7 Upon completion of the report, the Contractor must prepare a PowerPoint presentation deck that would take approximately 20 minutes to present. The presentation must conform to the Public Safety Canada MS PowerPoint presentation template format.
- 4.8 Submit ongoing, monthly status reports.

### 5. Deliverables

- 5.1 An updated work plan.
- 5.2 An updated approach and methodology.
- 5.3 Draft literature review.
- 5.4 An email invitation letter inviting the participants to take part in the research project that will be forwarded to the laboratories who agreed to participate in the study.
- 5.5 An interview guide and/or a questionnaire that will be used to guide the in-depth interview process. The guide will contain questions and points to be discussed during the interview.



## PART 4 – STATEMENT OF WORK

- 5.6 Written, short monthly status reports. The reports should be no longer than 2 pages. Status reports that will include the discussion on the progress of the literature review; consultations/survey; and the writing of the report.
- 5.7 A draft and final report.
- 5.8 An MS PowerPoint presentation deck that presents and summarizes the research findings.

### 6. Project Schedule

Task	Delivery Date
Kick-off meeting	+5 days of contract award
Updated work plan	+5 days of the kick-off meeting
Updated approach and methodology	+5 days of the kick-off meeting
Literature review	+60 days of the kick-off meeting – to be completed by <b>March 31, 2017</b>
Email invitation	+5 days of literature review
Research instrument	+5 days of literature review
Draft report	Within 120 days of the kick-off meeting
Final report	Within 14 days of the comments and revisions by the PA
PowerPoint presentation	Within 14 days of the comments and revisions by the PA

### 7. Official Languages

The Contractor may work and submit all deliverables in either official language (English or French). Translation of the final report and the PowerPoint presentation, if required, will be the responsibility of the PA/TA. The Contractor is responsible for translation and communication in both official languages, prior to the submission of the draft report.

### 8. Location of Work and Travel

All work will be carried out at the Contractor's facilities. The Contractor will be expected to be available for scheduled teleconference calls periodically throughout the contract.

### 9. Reporting and Communication

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



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## PART 4 – STATEMENT OF WORK

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### 10. References

CBC News. (2016). "Federal marijuana legislation to be introduced in spring 2017, Philpott says." *CBC News: Politics*, April 20, 2016. Accessed on May 3, 2016 from <http://www.cbc.ca/beta/news/politics/philpott-un-marijuana-legislation-legalize-1.3544554>.

Colorado Department of Transportation. (n.d.). *Drugged Driving Statistics*. Accessed on June 9, 2016 from <https://www.codot.gov/safety/alcohol-and-impaired-driving/druggeddriving/drugged-driving-statistics.html>

Government Consulting Services. (2009). *DNA Forensic Laboratory Services Cost and Capacity Review*. Public Safety Canada: Ottawa

Kaste, M. (2015). "More Washington Drivers Use Pot And Drive; Effect On Safety Disputed." *NPR*, August 19, 2015. Accessed on June 9, 2016 from <http://www.npr.org/2015/08/19/432896393/more-washington-drivers-use-and-drive>.

Maguire, C. N. (2010). *A Feasible and Sustainable Model for Forensic Service Delivery in Canada*. Public Safety Canada: Ottawa

Maslov, A., Lawrence, A., and Ferguson, M. (2016). *Cannabis Performance Metrics for Policy Consideration: What Do We Need to Measure?* Public Safety Canada: Ottawa. 68 Pages.



**PART 5 – EVALUATION CRITERIA AND SELECTION METHDOLOGY**

**1. Evaluation Procedures**

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

**2. 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.

All project references should include the following information:

- Client name
- Project description
- Start date/end date
- Client Contact information
- Telephone Number
- E-mail Address

**Bidders 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.**

Number	Mandatory Technical Criteria	Cross Reference to Proposal	
<b>M1</b>	The Bidder <b>must</b> submit a signed proposal as per the “Acceptance of Terms and Conditions” certification, part 6, Article 1.1 of the Request for Proposal.		
<b>M2</b>	<p>The Bidder <b>must</b> propose specific resources to perform the tasks and deliverables identified in the SOW.</p> <p>The Bidder <b>must</b> include, within their proposal, detailed Curriculum Vitae (CV) of each of the proposed resources in addition to the technical proposal.</p> <p>The CV should be up-to-date and shall be submitted as an Appendix in alphabetical name sequence. The CV should indicate the security clearance status. <b>It is recommended that the Bidder bold-faces or highlights the relevant areas in the person’s CV.</b></p>	<p><b>MEETS</b></p> <p><input type="checkbox"/></p>	<p><b>DOESN'T MEET</b></p> <p><input type="checkbox"/></p>



**PART 5 – EVALUATION CRITERIA AND SELECTION METHDOLOGY**

Number	Mandatory Technical Criteria	Cross Reference to Proposal	
<p><b>M3</b></p>	<p>The Bidder must demonstrate that at least one of its proposed resources* has at least 3 years' experience in the last 5 years' <b>leading</b> quantitative or qualitative <u>research or analysis</u> in at least one of the following areas:</p> <ul style="list-style-type: none"> <li>• Licit or illicit drug markets, including but not limited to tobacco, alcohol, or illicit substances.</li> <li>• Laboratory analysis of bodily fluids for drugs, alcohol, or diseases.</li> </ul> <p>* Bidders <u>may not</u> combine the experience of multiple resources to satisfy this criterion.</p> <p><i>A year of experience can be counted for each year a significant research project is identified as having been conducted during a portion of that year.</i></p>	<p><b>MEETS</b></p> <p><input type="checkbox"/></p>	<p><b>DOESN'T MEET</b></p> <p><input type="checkbox"/></p>
<p><b>M4</b></p>	<p>The Bidder must confirm that at least one of its proposed resources is bilingual in both French and English. The identified resource must be able to conduct interview, undertake correspondence and review literature in both languages.</p>	<p><b>MEETS</b></p> <p><input type="checkbox"/></p>	<p><b>DOESN'T MEET</b></p> <p><input type="checkbox"/></p>





## PART 5 – EVALUATION CRITERIA AND SELECTION METHDOLOGY

### 3. RATED TECHNICAL CRITERIA

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

The Bidder should provide all relevant details for each point-rated requirement:

- project/ work description overview;
- relevance of the project/work to each point rated requirement;
- your roles and responsibilities, including your tasks;
- duration in time (e.g. months; years) and dates;
- name and description of client organization; and
- name and phone number of client.

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.

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

Rated Technical Criteria				
Num ber	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
R1	<p>The Bidder should demonstrate that its proposed resource or its team of proposed resources has a combined Publication Record based on quantitative or qualitative research in the area of licit or illicit drug markets, including but not limited to tobacco, alcohol or illicit substances.</p> <p>*The bidder <b>must</b> provide at least the following details: <b>name of publication, date of publication, abstract.</b></p> <p>Any publications counted under the additional point publications section shall also counted in the overall list of publications.</p> <p>Public Safety will only review the first five publications presented by the Bidder. In the event a Bidder cites more than five publications, only the first</p>	<p>Points will be awarded as follows: 3 points will be awarded per publication up to a maximum of <b>15 points</b>,</p> <p>e.g. 1 = 3 points, 2 = 6 points, etc.</p> <p><b>PLUS:</b> <b>2 additional points will be awarded</b> if the bidder demonstrates that <b>two</b> of the publications were for peer reviewed academic journals in the area of licit or illicit drug markets, including but not limited to tobacco, alcohol, or illicit substances.</p> <p><b>PLUS:</b> <b>3 additional points will be awarded</b> if the bidder demonstrates that <b>one</b> of the publications was on the topic of laboratory analysis of bodily fluids for drugs or alcohol.</p> <p><b>OR</b></p> <p><b>5 additional points will be awarded</b> if the bidder demonstrates</p>	<b>22 points</b>	



**PART 5 – EVALUATION CRITERIA AND SELECTION METHDOLOGY**

Rated Technical Criteria				
Num ber	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
	five presented will be reviewed and no consideration will be given to the remaining citations unless another order of preference is given by the Bidder.	that at <b>least two</b> of the publications were on the topic of laboratory analysis of bodily fluids for drugs or alcohol.		
R2	<p><b>Work Plan</b> – The bidder should provide a comprehensive work plan that:</p> <p>(a) shows a logical organization of tasks to be completed and scheduling for the project as per the Statement of Work, including resources to be consulted; and</p> <p>(b) where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task; and</p> <p>(c) demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work.</p> <p>(d) Includes mitigation strategies for potential disruptions to work.</p>	<p>Points will be awarded as follows:</p> <p><b>20 points - Excellent Work Plan;</b> realistic details and explanations of work phase definitions, activities, deadlines and deliverables resulting in a complete understanding of the work plan, its practicality and achievability. Level of effort is very well distributed amongst resource(s). The mitigation strategy presented offers a high likelihood of successful completion of the work.</p> <p><b>15 points - Solid Work Plan;</b> sufficient detail presented on work phase definitions, activities, deadlines and deliverables to provide a substantiated and rational plan whose likelihood of successful implementation is high. Level of effort is well distributed amongst resource(s). The mitigation strategy presented offers a reasonable assurance of successful completion of the work.</p> <p><b>10 points - Weak Work Plan;</b> incomplete and/or insufficient detail provided on work phase definitions, activities, deadlines and deliverables; some inconsistencies or lack of realism. Level of effort is acceptably distributed among resource(s). Only a superficial mitigation strategy is presented.</p> <p><b>0 points - Poor Work Plan</b> Either no work plan is submitted or, the work plan submitted has an absence or near absence of work phase definitions, specific activities, deadlines and deliverables; unrealistically presented methods/ outcomes/ outputs/timing. Level of effort is unrealistically divided between resource(s) or is not presented. No mitigation strategy or</p>	<b>20 points</b>	



**PART 5 – EVALUATION CRITERIA AND SELECTION METHODOLOGY**

Rated Technical Criteria				
Number	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
		<p>only a superficial mitigation strategy is presented.</p> <p>Bidders must achieve at least <b>15 points</b> in order to pass this criterion. <b>If a Bidder fails to achieve at least 15 points, its proposal will be deemed non-compliant and given no further consideration.</b></p>		
R3	<p><b>Approach and Methodology</b> – The bidder should submit a comprehensive approach and methodology that it will use to complete all aspects of the project.</p> <p>Sufficient detail should be provided to allow for a complete understanding of the approach to the work undertaken by the resource designated as Project Leader. This should include the advantages and disadvantages of the methodologies/approach and mitigation strategies.</p>	<p><b>25 points - Excellent methodology and approach</b> <u>Clear and complete with convincing details on all of the points below:</u></p> <ul style="list-style-type: none"> <li>• selection of interview/questionnaire subjects;</li> <li>• proposed primary and secondary sources;</li> <li>• non-academic sources of information to be used;</li> <li>• clear and concise outline of methodological approach;</li> <li>• proposed solid mitigation strategies.</li> </ul> <p><b>20 points - Very Good methodology and approach</b> <u>Clear and complete with convincing details on at least 4 out of 5 of the points listed below:</u></p> <ul style="list-style-type: none"> <li>• selection of interview/questionnaire subjects;</li> <li>• proposed primary and secondary sources;</li> <li>• non-academic sources of information to be used;</li> <li>• clear and concise outline of methodological approach;</li> <li>• proposed solid mitigation strategies.</li> </ul> <p><b>15 points Average methodology and approach</b> <u>Clear and complete with convincing details on at least 3 out of 5 of the points listed below:</u></p> <ul style="list-style-type: none"> <li>• selection of interview/questionnaire subjects;</li> <li>• proposed primary and</li> </ul>	25 points	



**PART 5 – EVALUATION CRITERIA AND SELECTION METHDOLOGY**

Rated Technical Criteria				
Num ber	Description of Criteria	Points Breakdown	Max Points	Illustrated Compliance
		<ul style="list-style-type: none"> <li>secondary sources;</li> <li>non-academic sources of information to be used;</li> <li>clear and concise outline of methodological approach;</li> <li>proposed solid mitigation strategies.</li> </ul> <p><b>0 points - Poor methodology and approach</b>  <b>Either a methodology and approach is not submitted or the approach and methodology submitted is incomplete with insufficient detail provided on 3 or more of the points listed below:</b></p> <ul style="list-style-type: none"> <li>selection of interview/questionnaire subjects;</li> <li>proposed primary and secondary sources;</li> <li>non-academic sources of information to be used;</li> <li>clear and concise outline of methodological approach;</li> <li>proposed solid mitigation strategies.</li> </ul> <p>Bidders must achieve at least <b>15 points</b> in order to pass this criterion.  <b>If a Bidder fails to achieve at least 15 points, its proposal will be deemed non-compliant and given no further consideration.</b></p>		
<b>Total maximum technical points</b>			<b>67 points</b>	
<b>Overall minimum points required.</b>				
<b>NOTE: If the proposal does not score more than (44/67) of the rated technical criteria, the bidder's proposal will be deemed non-compliant.</b>			<b>44 points</b>	



**PART 5 – EVALUATION CRITERIA AND SELECTION METHDOLOGY**

**4. 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:

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

**4.1 Overview**

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.

**NOTE: Prices must only appear in the Financial Bid and in no other part of the bid.**

**Per Diem Rates**

**4.2 Pricing –**

4.2.1 Professional Services –(Table 1)

Professional Services			
Resource Name and Role	Level of Effort	Firm per diem rate*	Total
<b>Ceiling Price:</b>			

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

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

$$Days\_worked = \frac{Hours\_Worked}{7.5\_hours\_per\_day}$$

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



**PART 5 – EVALUATION CRITERIA AND SELECTION METHDOLOGY**

4.2.2 Direct Expenses (Table 2)

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

4.2.3 Subcontracts (Table 3)

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

4.3. Total

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

4.3.1 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.

**NOTE: Prices must only appear in the Financial Bid and in no other part of the bid**

**Bidders should note the basis of payment is defined in Part 7 – Resulting Contract Clauses**



## PART 5 – EVALUATION CRITERIA AND SELECTION METHDOLOGY

### 4.4 Payment Schedule.

The bidder may provide a proposed milestone payment schedule based on the deliverables identified in the Statement of Work. This payment schedule will be subject to negotiation at the time of contract award. The basis determining the amount of each milestone payment should be clear.

### 4.5 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.

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.

**NOTE: Prices must only appear in the Financial Bid and in no other part of the bid.**

## 5. SELECTION METHODOLOGY - Highest Combined Rating of Technical Merit 70% and Price 30%

5.1 To be declared responsive, a bid must:

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

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

5.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) :  $PS_i = LP / P_i \times 30$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

5.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 70$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 1.2, determined as follows: total number of points obtained / maximum number of points available.

5.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$

5.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Article 1.2 will be recommended for award of a contract.

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

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

Bidder	Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>	<b>88</b>	<b>82</b>	<b>92</b>



**PART 5 – EVALUATION CRITERIA AND SELECTION METHDOLOGY**

<b>Bid Evaluated Price</b>	<b>C\$60,000</b>	<b>C\$55,000</b>	<b>C\$50,000</b>
<b>Calculations</b>	<b>Technical Merit Points</b>	<b>Price Points</b>	<b>Total Score</b>
<b>Bidder 1</b>	$88 / 100 \times 70 = 61.6$	$50,000 / 60,000 \times 30 = 24.99$	86.59
<b>Bidder 2</b>	$82 / 100 \times 70 = 57.4$	$50,000^* / 55,000 \times 30 = 27.27$	84.67
<b>Bidder 3</b>	$92 / 100 \times 70 = 64.4$	$50,000^* / 50,000 \times 30 = 30$	94.4

\* represents the lowest evaluated price

In this example above, Bidder 3 is the Bidder that has obtained the highest combined rating of Technical Merit and Price.





**PART 6 - CERTIFICATIONS**

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

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

**1.            CERTIFICATIONS REQUIRED WITH BID**

Offerors must submit the following duly completed certifications as part of their offer.

**1.1        Certification 1 – 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 201704838** 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: \_\_\_\_\_                      Date: \_\_\_\_\_

Telephone number: (    ) \_\_\_\_\_                      Fax number: (    ) \_\_\_\_\_



## PART 6 - CERTIFICATIONS

### 2. CERTIFICATIONS PRECEDENT TO ISSUANCE OF A CONTRACT

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

#### 2.1 Certification 2 – Integrity Provisions – Declaration of Convicted Offences

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

- **List of names: All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:**
  - suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
  - suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
  - suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

- During the evaluation of bids or offers, a supplier must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted further to section 17(a).
- During performance of a contract or real property agreement, a supplier has a continuing obligation to inform the Registrar of Ineligibility and Suspension in writing, within 10 working days, of:
  - any charge, conviction or other circumstance relevant to the policy with respect to itself, its affiliates and its first-tier subcontractors; and
  - any change affecting the list of names submitted further to section 17(a).
- Canada may verify information provided by a supplier at any time during the period of a contract or real property agreement or the period during which any other instrument (e.g., standing offer, supply arrangement) is valid. Canada may request additional information, including validations from a third party, consent forms and other evidentiary elements, proving such matters as identity and eligibility to contract or enter into a real property agreement with Canada. The supplier must provide the requested information within the time specified. Failure to do so may render the supplier ineligible to contract or enter into a real property agreement with Canada.
- **Provision of additional information:** The supplier must provide any further information relevant to the policy, including certifications and third-party validations, by the time so requested by PWGSC or the contracting authority.



**PART 6 - CERTIFICATIONS**

**2.2 Certification 3 – Certification of Education and 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

**2.3 Certification 4 – Certification of Availability and Status of Personnel**

**2.3.1 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)

**2.3.2 Availability and status of personnel**

**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.

“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 6 - CERTIFICATIONS**

**2.4 Certification 5 – Employment Equity, Federal Contractors' Program**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**2.5 Certification 6 – 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

**2.6 Certification 7 – Former Public Servant**

**Former Public Servant Certification**

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

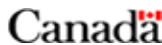
**Definitions**

For the purposes of this clause,

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

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

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





**PART 6 - CERTIFICATIONS**

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

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

Is the Bidder a FPS in receipt of a pension as defined above?

**YES ( ) NO ( )**

If so, the Bidder must provide the following information:

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

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**YES ( ) NO ( )**

If so, the Bidder must provide the following information:

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

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

**STATEMENT:**

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

Name (block letters): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone number: ( ) \_\_\_\_\_

Fax number: ( ) \_\_\_\_\_

Date: \_\_\_\_\_

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



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## PART 6 - CERTIFICATIONS

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### 2.7    CERTIFICATION 8    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:

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

The Bidder concurs with the foregoing.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name of duly authorized representative of Bidder

\_\_\_\_\_  
Signature of duly authorized representative of Bidder

\_\_\_\_\_  
Date



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## PART 7 – RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the bidder's technical proposal in response to RFP 201704838.

### 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 – (2016-04-04), 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 Supplemental General Conditions

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

### 3. Security Requirement

This document is UNCLASSIFIED, however;

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

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

### 4. Term of Contract

#### 4.1 Period of Contract

The Work is to be performed from **date of contract award to December 31 2017**



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## PART 7 – RESULTING CONTRACT CLAUSES

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### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:  
*To be identified at Contract award*

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 Technical Authority

The Technical Authority for the Contract is:

*To be identified at Contract award.*

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

The Technical 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. Basis of Payment

6.1. To be completed at contract award – see Part 5 – Evaluation Criteria and Selection Methodology

#### 6.2 Method of Payment

6.2.1 **Payment Schedule** *To be determined at contract award*

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





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## PART 7 – RESULTING CONTRACT CLAUSES

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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.

### 7.      **Payment Period**

- 7.1.      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.
- 7.2.      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.

### 8.      **SACC Manual Clauses**

A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department
C2900D	(2000-12-01)	Tax Withholding of 15 percent

### 9.      **Invoicing Instructions**

- 9.1      The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 General Conditions - Services.
- 9.2      Additional Invoicing Instructions.
- 9.3      An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.
- 9.4      Each invoice must be supported by:
  - (a) a copy of time sheets to support the time claimed;
  - (b) a copy of the release document and any other documents as specified in the Contract;
- 9.5      Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Attn: Project Authority (to be identified at contract award)  
Public Safety Canada  
[Invoice\\_processing@ps-sp.gc.ca](mailto:Invoice_processing@ps-sp.gc.ca)



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## PART 7 – RESULTING CONTRACT CLAUSES

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### 10.    **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.

### 11.    **Applicable Laws**

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

### 12.    **Priority of Documents**

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

- (a)    the Articles of Agreement;
- (b)    the Supplemental General Conditions 4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information)
- (c)    the General Conditions 2035 – (2016-04-04), General Conditions - Higher Complexity – Services
- (d)    Annex “A”, Statement of Work;
- (e)    Annex “B”, Basis of Payment
- (f)    the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*) in response to RFP 201704838.

### 13.    **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.

### 14.    **Conflict of Interest**

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

### 15.    **Conflict of Interest - Other Work**

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

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



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## PART 7 – RESULTING CONTRACT CLAUSES

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and must not participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for such a resulting contract; and

- c) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for any resulting contract;

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

### 16. 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.

#### Non-Permanent Resident (Foreign Contractor)

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

The Contractor must ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

### 17. International Sanctions *[if applicable]*

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

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

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



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## PART 7 – RESULTING CONTRACT CLAUSES

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### 18.     **Canada Facilities, Equipment, Documentation & Personnel**

18.1.    Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the work:

- a.    Client department's premises;
- b.    Client department's computer systems;
- c.    Documentation; and
- d.    Personnel for consultation.

18.2    Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.

18.3    Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Client department's earliest convenience.

### 19.     **Insurance**

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



**ANNEX A – STATEMENT OF WORK**

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**TO BE INSERTED UPON CONTRACT AWARD**



**ANNEX B – Basis of Payment**

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**TO BE INSERTED UPON CONTRACT AWARD**