





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: (Two horizontal lines)

Signature: Date: (Two horizontal lines)

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: (Horizontal line)

Telephone: Fax: (Horizontal line)

Email: (Horizontal line)

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 has a requirement for professional services to deliver services as identified in PART 4, Statement of Work.

### 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 is from date of contract award to **April 30, 2019**

### 4. Contracting Authority

Denise Desserud  
Senior Acquisition Advisor  
Public Safety Canada  
269 Laurier Avenue West, 13<sup>th</sup> Floor  
Ottawa, Ontario K1A 0P9  
Tel: 613-990-2614  
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

The intellectual property shall vest with Canada under the following exception:

*6.4 Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:*

*6.4.1 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 identified.**



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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 article 4, 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: <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 (2018-05-22) 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

6.1 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



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## PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

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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 copies on CD OR USB)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (Part 6 – Certifications) (1 hard 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

***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 See the [Policy on Green Procurement \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to :

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. 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.

**Bids submitted by e-mail or fax will NOT be accepted.**

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

#### 1.1 Section 1: Preparation of Technical Proposal:

In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the Statement of Work **Part 4**, and how the requirements of **Part 5 will be met**.

**Four (4) printed copies and One (1) electronic version of the Technical Proposal are required.**  
**THE TECHNICAL PROPOSAL MUST NOT EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.**

#### 1.2 Section 2: Preparation of Financial Proposal:

##### 1.2.1 **Only a single copy of the financial proposal is required.**

Bidders are requested to submit their financial proposal (single copy) in an envelope **separate from** their technical proposal.

##### 1.2.2 The Financial Proposal must include the pricing table provided in **Part 5** to this solicitation.



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## PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

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### 1.3 Section 3: Certifications (Part 6): one (1) copy

**Only a single copy of the completed and signed certifications is required.**

## 2. Submission of Proposals

Your proposal is to be addressed as follows and **must be received on or before 2:00 PM EDT, (October 29, 2018).** Please ensure that all envelopes/boxes, etc are marked URGENT.

Denise Desserud  
Contracting and Procurement Section  
Public Safety Canada  
340 Laurier Avenue West, 1<sup>st</sup> Floor Mailroom  
Ottawa, Ontario, K1A 0P9  
Tel: 613-990-2614  
Fax: 613-954-1871  
Email: [denise.desserud@canada.ca](mailto:denise.desserud@canada.ca)

**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**

## 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 *maybe* 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

One of the primary aims of cannabis legalization and regulation is to reduce criminal involvement in the cannabis market (Liberal Party of Canada, 2015). It is therefore important to examine the current state of illicit cannabis markets in order to assess any changes in such markets once cannabis is legalized.

Recent research shows that individuals are more commonly turning to the Internet to purchase and sell illicit substances (Dolliver & Kenney, 2016). Since 2013, cannabis has been the most popular drug sold on the dark web, making up 33% of drug marketplace transactions (Kruithof et al., 2016). Canada was identified as one of the five most prominent countries (among a total of 41) from which the illegal, online trade of drugs originated (European Monitoring Centre for Drugs and Drug Addiction, 2016). What is unclear, is the number of illegal, online transactions that occur in Canada, as well as the proportion of cannabis that is traded on the Internet.

Internet drug sales can be made on an online marketplace platform referred to as cryptomarkets. Cryptomarkets bring together multiple vendors and listings that are mostly for the sale of illegal and illicit goods and services. As explained by Martin (2014), the operation of cryptomarkets is dependent on two main technologies: sophisticated encryption software, called TOR (The Onion Router), and cryptocurrencies, such as Bitcoin (Martin, 2014). Both these technologies maintain the anonymity of the user in accessing cryptomarkets (TOR) and when making payments (cryptocurrencies).

### 2. Project Objective

The general goal of this project is to estimate the extent to which cannabis is illicitly bought and sold by Canadians on cryptomarkets, identify trends in the buying and selling behaviours of Canadian cryptomarket users, and discuss the policy and law enforcement implications of cryptomarkets within a Canadian context following legalization. At minimum, this study will:

- a) Estimate the number of transactions involving illicit cannabis trade in Canada, including the quantity/volume of cannabis sold on cryptomarkets to Canadian buyers and by Canadian vendors in 2017 and 2018;
- b) Analyze trends in the characteristics of Canadian vendors, including (but not limited to) the estimated quantities sold by Canadian vendors, the geographic areas sold to, estimated number of transactions, as well as other illicit goods sold alongside cannabis by Canadian vendors, etc.;
- c) Analyze trends in the characteristics of Canadian buyers, including (but not limited to) the estimated quantities bought by Canadian buyers, the geographic areas bought from (and the characteristics of common vendors bought from), estimated number of transactions and other illicit goods bought alongside cannabis by Canadian buyers, etc.;
- d) Analyze and describe how cryptomarkets operate and the stabilities and changes in cryptomarket operations over time (if applicable);
- e) Compare the traditional drug distribution network to the dark web drug market, as well as the relationship between cryptomarkets and organized crime networks;
- f) Discuss the policy and law enforcement implications of cryptomarkets within a Canadian context (i.e., the conclusions that can be drawn from the findings of the research and considerations following legalization).

### 3. Approach and Methodology



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## PART 4 – STATEMENT OF WORK

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The methodological approach will be based on web extraction and analysis of cannabis transactions as well as Canadian buyer and vendor information from dark web cryptomarkets (e.g., taken from discussion forums and vendor and buyer profiles). The analysis should examine the project objectives as stated in Section 2. In addition, bidders should provide a detailed proposed methodological plan. At minimum, the proposed methodological plan should include:

- a) Key research questions informed by the project objectives, as outlined in Section 2;
- b) Sample inclusion criteria, including (but not limited to) the cryptomarkets examined and the keywords that will be used to determine content for inclusion;
- c) A description of the characteristics of the vendor and buyer data that will be collected;
- d) A description of the web extraction and other tools or algorithms that will be used to collect the data, including (but not limited to) a description of how these tools operate (e.g., assurance that data are from Canada) and the existing empirical research on the accuracy and reliability of the tools/algorithms proposed;
- e) A description of the manner in which data will be collected and/or analysed in the event difficulties arise with that proposed in 3(d) (i.e., originally proposed web extraction and algorithms fail);
- f) Data cleaning and management activities;
- g) The statistical analyses that will be conducted to respond to the identified research questions; and
- h) Advantages and disadvantages of the proposed approach.

Strong rationales should also be provided for all decisions made in the proposed methodological plan (e.g., why certain techniques, tools, or analyses will be relied upon to complete this research project, why the proposed sampling strategy was selected, etc.).

### **4. Tasks**

The Contractor must perform the following tasks, as well as any other tasks related to this proposed research in compliance with the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans*:

- 4.1. Meet with the Project Authority (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 an updated work plan and an updated methodology and approach based on the discussion at the kick-off meeting. Both documents must be submitted within 10 days of the kick-off meeting.
- 4.3. Submit a draft literature review to respond to the objectives of this project set out in Section 2.
- 4.4. Submit a final literature review that incorporates all comments and revisions requested by the PA/TA.
- 4.5. Collect and analyze the data required to respond to the objectives of this project, as outlined in Section 2.
- 4.6. Submit a draft report that responds, at a minimum, to the questions raised in Section 2, Project Objective. The draft report must include an abstract, 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.



## PART 4 – STATEMENT OF WORK

- 4.7. Submit a final report that incorporates all comments and revisions requested by the PA/TA. The final report must conform to the Public Safety Canada MS Word report template.
- 4.8. Along with the final report, the Contractor must submit a 2-page research summary of the final report. The research summary must conform to the Public Safety Canada MS Word research summary template.
- 4.9. Along with the final report, the Contractor must submit a PowerPoint presentation deck summarizing the report’s findings that would take approximately 20 minutes to present orally to employees of Public Safety Canada. Each PowerPoint slide must include talking points. The presentation must conform to the Public Safety Canada MS PowerPoint presentation template.
- 4.10. Submit ongoing, biweekly status reports.

### 5. Project Deliverables and Schedule

The contractor must produce the following deliverables:

<b>Deliverables</b>	<b>Delivery Date</b>
Updated Work Plan	Within 10 days of the kick-off meeting
Updated Methodological Plan	Within 10 days of the kick-off meeting
Short bi-weekly status reports	Bi-weekly
Draft Literature Review	Within 30 days of approved methodological plan
Final Literature Review	Within 2 weeks of draft literature review approval
Draft Report	Within 6 weeks of final literature review approval
Final Report	Within 4 weeks of draft report approval
2-page Research Summary	Within 4 weeks of draft report approval
PowerPoint Presentation	Within 4 weeks of draft report approval

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.

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.

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

### 6. Official Languages

The Contractor may work and submit all deliverables in either official language (English or French). Translation of the final report, if required, will be the responsibility of the PA/TA. The Contractor must have bilingual competency for the literature review, data collection, and analysis.

### 7. Location of Work and Travel



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## PART 4 – STATEMENT OF WORK

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All work will be carried out at the Contractor's facilities, and all work and materials produced must remain in Canada. The Contractor will be expected to be available for scheduled teleconference calls periodically throughout the contract.

No travel is anticipated in the performance of the activities described in this Statement of Work.

### 8. 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.

### 9. References

Décary-Héту, D. (2017). *The dark web and cannabis*. Presentation given at the Cannabis Symposium, Ottawa ON

Dolliver, D.S. & Kenney, J.L. (2016). *Characteristics of drug vendors on the Tor network: A cryptomarket comparison*. *Victims & Offenders*, 11, 600-620. doi:10.1080/15564886.2016.1173158

European Monitoring Centre for Drugs and Drug Addiction (2016), *The internet and drug markets*, EMCDDA Insights 21. Luxembourg, EU: Publications Office of the European Union.

Martin, J. (2014). *Drugs on the dark net: How cryptomarkets are transforming the global trade in illicit drugs*. New York, NY: Palgrave Macmillan.

Kruihof, K., Aldridge, J., Décary-Héту, D., Sim, M., Dujso, E., & Hoorens, S. (2016). *Internet facilitated drugs trade: An analysis of the size, scope and the role of the Netherlands*. Santa Monica, CA: RAND Corporation.

Liberal Party of Canada (2015). *Marijuana* [Liberal Party of Canada Platform]. Retrieved from <https://www.liberal.ca/realchange/marijuana/>



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## PART 5 – EVALUATION CRITERIA

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### 1. Evaluation Procedures

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

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

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

### 2 Experience:

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

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

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

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

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



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## PART 5 – EVALUATION CRITERIA

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***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.

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



**PART 5 – EVALUATION CRITERIA**

Item	Mandatory Technical Criterion	Bidder's Response	
<b>M1</b>	<p>The Bidder must propose specific resources to perform the tasks and deliverables identified in the SOW.</p> <p>The Bidder <b>must</b> include, within their proposal, a 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. <b>It is recommended that the Bidder bold-faces or highlights the relevant areas in each respective 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>
<b>M2</b>	<p>The Bidder must demonstrate that at least one of its proposed resources* has experience in the last five years <b>leading**</b> research projects involving quantitative and qualitative research and analysis in the field of licit or illicit drug markets, including but not limited to tobacco, alcohol, or illicit substances.</p> <p>*Bidders may not combine the experience of multiple resources to satisfy this criterion.</p> <p>**Leading: for each project listed, the Bidder must explicitly list the analytical <i>activities/tasks</i> that the proposed human resource undertook as part of their leading contribution to each listed project.</p>	<p><b>MEETS</b></p> <p><input type="checkbox"/></p>	<p><b>DOESN'T MEET</b></p> <p><input type="checkbox"/></p>
<b>M3</b>	<p>The Bidder must demonstrate it has the capacity* to provide professional research services in both French and English</p> <p>*Capacity is defined as demonstrating one or both of the following: The Bidder may demonstrate a research project completed in the past 5 years where at least one of their proposed resources engaged in research activities/tasks (qualitative or quantitative) in one or both official languages (literature review, data collection and analysis). A description of the research activities/tasks undertaken by the Bidder in both official languages must be provided in order to demonstrate capacity. OR The Bidder may confirm in writing that at least one of their proposed resources is capable of communicating** in both official languages. **Communicating in both languages includes the ability to speak, read and write precisely and accurately and to tailor the language to the audience in both French and English. It is suitable to provide more than one research project to fulfil this requirement (i.e., providing one project in</p>	<p><b>MEETS</b></p> <p><input type="checkbox"/></p>	<p><b>DOESN'T MEET</b></p> <p><input type="checkbox"/></p>



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## PART 5 – EVALUATION CRITERIA

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Item	Mandatory Technical Criterion	Bidder's Response	
	which data were collected in both official languages, and a second where the literature review and analysis were completed in both official languages).		

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.**

## PART 5 – EVALUATION CRITERIA

### 4 Point Rated Technical Criteria

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

The Bidder should provide all relevant details for each project listed including but not limited to:

- Project title and brief description of tasks
- duration in time (e.g. months; years) and dates;
- your roles and responsibilities;
- Project budget
- description of the work, including scope;

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

**NOTE: If the bidder’s technical proposal does not score (35/70) or more of the rated technical criteria, the bidder’s proposal will be deemed non-compliant.**

	Description of Criteria	Max Pts	Points Breakdown	Bidder's Response
R1	<p>The Bidder should demonstrate that its proposed team of resources has published quantitative and qualitative research in the area of licit or illicit drug markets, including but not limited to tobacco, alcohol or illicit substances.</p> <p>*Publications include journal articles, books, book chapters, and grey literature.</p> <p>The Bidder must provide, at minimum, the following details for each publication: title of publication, place of publication (including journal name, if applicable), date of publication, abstract.</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 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.</p>	<b>20</b>	<p>Points will be awarded as follows:  <b>2 points</b> will be awarded per publication up to a maximum of 10 points.            Example: 1 relevant publication = 2 points, 2 relevant publications = 4 points, etc.            An additional <b>5 points</b> will be provided if <u>at least three</u> of the publications for which base points are provided were published in peer-reviewed journal.            An additional <b>5 points</b> will be provided if <u>at least two</u> of the publications for which base points are provided included both quantitative and qualitative research.</p>	



**PART 5 – EVALUATION CRITERIA**

	Description of Criteria	Max Pts	Points Breakdown	Bidder's Response
R2	<p><b>Draft Methodological Plan</b> – The Bidder should submit a comprehensive analytic plan to complete the work tasks. At minimum, the proposed methodological plan should include:</p> <ol style="list-style-type: none"> <li>1. Key research questions informed by the project objectives, as outlined in the statement of work;</li> <li>2. Sample inclusion criteria, including (but not limited to) the online marketplace platforms (cryptomarkets) selected for sampling, the timeframe selected, and the keywords that will be used to determine transactions for inclusion;</li> <li>3. A description of the characteristics of Canadian vendors and Canadian buyers that will be collected (e.g., sex, age, location, etc.);</li> <li>4. A description of the web extraction analysis tools/tasks that will be used to collect all data, including (but not limited to) a description of how these tools operate and the existing empirical research surrounding the accuracy and reliability of the tools and analytical techniques proposed (e.g., classification accuracy, etc.);</li> <li>5. Data cleaning and data management activities (e.g., techniques/tools that will be used for the identification and removal of spam posts);</li> <li>6. Any additional proposed</li> </ol>	30	<p><b>30 points - Excellent Draft Methodological Plan:</b> Clear and complete with convincing details on all 7 of the listed aspects, including strong rationales for the decisions made and solid, realistic mitigation strategies.</p> <p><b>20 points – Good Draft Methodological Plan:</b> Clear with complete and convincing details on at least 6 of 7 of criteria, including strong rationales for most of the decisions made and solid, realistic mitigation strategies.</p> <p><b>15 points - Average Draft Methodological Plan:</b> Clear with complete and convincing details on at least 4 out of 7 of the listed aspects, rationales for some decisions are weak or missing. The mitigation strategy is presented but lacks some degree of realism.</p> <p><b>10 points – Weak Draft Methodological Plan:</b> The methodological plan is not clear. Complete and convincing details are not provided for most of the 7 listed aspects. Rationales for most decisions are weak or missing. The mitigation strategy is presented but lacks realism.</p> <p><b>0 points - Poor Draft Methodological Plan:</b> Either a methodological plan is not submitted or rationales for decisions are missing. The mitigation strategy is either not provided or completely unrealistic.</p> <p>Bidders must achieve at least <b>15 points</b> in order to pass this criterion. If a Bidder fails to achieve at least 15 points, its proposal will be deemed non-compliant and given no further consideration.</p>	



**PART 5 – EVALUATION CRITERIA**

	Description of Criteria	Max Pts	Points Breakdown	Bidder's Response
	<p>analyses; and</p> <p>7. Advantages and disadvantages of the proposed approach.</p> <p>Strong rationales should be provided for all decisions made in the proposed methodological plan (e.g., why certain techniques, tools, or analyses will be relied upon to complete this research project, why the proposed sampling strategy was selected, etc.).</p> <p>Realistic mitigation strategies should also be proposed in the event of encountering barriers to data collection and/or analyses throughout the duration of the project.</p>			
<b>R3</b>	<p><b>Draft Work Plan</b> – The Bidder should provide a comprehensive draft work plan that:</p> <ol style="list-style-type: none"> <li>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</li> <li>where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task; and</li> <li>demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work.</li> </ol>	<b>20</b>	<p>Points will be awarded as follows:</p> <p><b>20 points - Excellent Draft 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.</p> <p><b>15 points - Good Draft Work Plan:</b> sufficient detail of work phase definitions, activities, deadlines and deliverables that provides a rational plan with a high likelihood of successful implementation.</p> <p><b>10 points - Average Draft Work Plan:</b> incomplete, insufficient, or unrealistic details provided for some elements of the work phase definitions, activities, deadlines and deliverables; some inconsistencies may be present.</p> <p><b>5 points - Weak Draft Work Plan:</b> incomplete, insufficient, or unrealistic details provided for most elements of the work phase definitions, activities, deadlines and deliverables; many inconsistencies may be present.</p> <p><b>0 points - Poor Draft Work Plan:</b> Either no work plan is submitted or the work plan submitted has an absence or near</p>	



## PART 5 – EVALUATION CRITERIA

Description of Criteria	Max Pts	Points Breakdown	Bidder's Response
		<p>absence of work phase definitions, specific activities, deadlines and deliverables; unrealistically presented methods/ outcomes/ outputs/timing.</p> <p>Bidders must achieve at least <b>10 points</b> in order to pass this criterion. If a Bidder fails to achieve at least 10 points, its proposal will be deemed non-compliant and given no further consideration.</p>	
		<b>Maximum points</b>	<b>70 points</b>
		<b>Minimum required points</b>	<b>35 points</b>

**5. Contractor Selection Method Basis of Selection - 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 in Article 4 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<sub>i</sub> = LP / P<sub>i</sub> x 30**. P<sub>i</sub> 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<sub>i</sub> = OS<sub>i</sub> x 70**. OS<sub>i</sub> is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 4, determined as follows: total number of points obtained / maximum number of points available.

5.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CR<sub>i</sub> = PS<sub>i</sub> + TMS<sub>i</sub>**

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.



**PART 5 – EVALUATION CRITERIA**

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.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	<b>88</b>	<b>82</b>	<b>92</b>
<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 5 – EVALUATION CRITERIA**

**6. FINANCIAL PROPOSAL**

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

**6.1 Pricing Schedule**

**6.1.1 Professional Services – (Table 1)**

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
<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.

**6.1.2 Direct Expenses (Table 2)**

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



**PART 5 – EVALUATION CRITERIA**

6.1.3 Subcontracts (Table 3)

Other expenses	Amount	Mark-up	Total
<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  All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.		____%	

6.1.5 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>	

**6.2** 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**

**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 6 - CERTIFICATIONS

### 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

**The certification included in Articles 1.1 and 1.2 to Part 6, 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 201805134** 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.



## PART 6 - CERTIFICATIONS

### 2. Certifications Precedent to Contract Award

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

#### 2.1 CERTIFICATION 2

##### 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)



## PART 6 - CERTIFICATIONS

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

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

### AVAILABILITY AND STATUS OF PERSONNEL

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

\_\_\_\_\_  
Signature of Proposed Personnel

\_\_\_\_\_  
Date

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

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

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

### 2.4 CERTIFICATION 5– CONFLICT OF INTEREST

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 2.5 CERTIFICATION 6 – FORMER PUBLIC SERVANT

#### Former Public Servant Certification

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



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## PART 6 - CERTIFICATIONS

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### Definitions

For the purposes of this clause,

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

### Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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



**PART 6 - CERTIFICATIONS**

**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

**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: where the main purpose of the Crown Procurement Contract, or of 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

**2.7 Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans**

The Bidder certifies that, the Bidder along with the persons proposed in its proposal have read and understood the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans and the Bidder confirms that all work performed under this contract shall be in accordance with this policy.

<http://www.pre.ethics.gc.ca/default.aspx>

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



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## PART 6 - CERTIFICATIONS

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

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

Telephone number: (    ) \_\_\_\_\_

Fax number: (    ) \_\_\_\_\_

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 **201805134**

### 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 – (2018-06-21), 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

#### 2.3 GENDER-BASED ANALYSIS PLUS (GBA +)

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

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

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

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

### 3. Security Requirement

This document is UNCLASSIFIED, however;



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## PART 7 – RESULTING CONTRACT CLAUSES

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- 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 **April 30, 2019**.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Denise Desserud  
Senior Acquisition Advisor  
Program Services  
Public Safety Canada  
269 Laurier, Ave. West  
Ottawa, Ontario, K1A 0P8

Tel: 613-990-2614  
Fax: 613-954-1871  
Email: [denise.desserud@canada.ca](mailto:denise.desserud@canada.ca)

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

##### 5.2 Project Authority

The Project Authority for the Contract is:

*To be identified at Contract award.*

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



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## PART 7 – RESULTING CONTRACT CLAUSES

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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

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

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

### 6.2 Method of Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.
- d. Direct Expenses will be paid at actual cost with mark-up, upon submission of an itemized statement supported by receipt vouchers
- e. Travel Expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

## 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.



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## PART 7 – RESULTING CONTRACT CLAUSES

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- 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
C6000C	(2007-05-25)	Limitation of Price
A9014C	(2006-06-16)	Specific person(s)

### 9. Invoicing Instructions

- 9.1 The Contractor must submit invoices in accordance with the information required in Section 12 of 2035, General Conditions – Higher Complexity – Services.
- 9.2 An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.
- 9.3 Each invoice must be supported by:
- (a) a copy of time sheets to support the time claimed;
  - (b) a copy of the release document and any other documents as specified in the Contract;
- 9.4 In the ongoing efforts of being a department that contributes to the greening initiative, as well as to improve our efficiencies when processing invoices, Public Safety Canada is moving towards receiving all invoices electronically from vendors. We ask, where possible, that vendors send their invoices electronically and do not send their invoices in paper format through regular postal mail services.

Email address: [PS.InvoiceProcessing-TraitementDesFactures.SP@canada.ca](mailto:PS.InvoiceProcessing-TraitementDesFactures.SP@canada.ca)

### 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



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## PART 7 – RESULTING CONTRACT CLAUSES

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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 General Conditions 2035 – (2018-06-21), General Conditions - Higher Complexity – Services
- (c) the Supplemental General Conditions 4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information)
- (d) the Supplemental General Conditions A9014C (2006-06-16) Personne(s) identifiée(s)
- (e) Annex “A”, Statement of Work;
- (f) Annex “B”, Basis of Payment
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*) in response to RFP **201805134**

### 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, 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;



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## PART 7 – RESULTING CONTRACT CLAUSES

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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.

Or

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

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

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

### 17.     **International Sanctions**

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.

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



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## PART 7 – RESULTING CONTRACT CLAUSES

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- 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.



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**ANNEX A – STATEMENT OF WORK**

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**TO BE INSERTED UPON CONTRACT AWARD**



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## ANNEX B – BASIS OF PAYMENT

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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:

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

### **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.