

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:

RCMP - GRC

Bid Receiving/Réception des sousmissions Attention: Robyn Dagg

Mail Stop/Arrêt postal 15 73 chemin Leikin Drive Ottawa, ON K1A 0R2

All persons delivering mail, parcels and bids to the Mail Parcel and Screening Facility will be asked to provide government photo identification and a contact number as part of an enhanced security protocol.

Dans le cadre d'un protocole de sécurité amélioré, toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Develop a Customized Interest Based Negotiations Training Course and Training Delivery				Date March 19, 2018	
	Solicitation No. – Nº de l'invitation 201800597				
	Client Reference No No. De Référence du Client 201800597				
Solicitatio	n Closes – L'in	vitation pro	end fin		
At /à :	2:00PM		EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)		
On / le :	April 30, 2018				
Delivery - Livraison See herein — Voir aux présentes Taxes - Taxe See herein – aux présente			n — Voir		Duty – Droits See herein — Voir aux présentes
services	n of Goods and — Voir aux pré		– Destina	ation	s des biens et
Instruction See herein	ns — Voir aux pré	sentes			
Adresser t	nquiries to – coute demande gg. Procurement		jnements	à	
Telephone 613-843-38	No. – No. de t e 372	éléphone	Facsim 613-825		o. – No. de télécopieur 32
Delivery Required – Livraison exigée See herein — Voir aux présentes Delivery Offered – Livraison proposée					
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:					
			1		

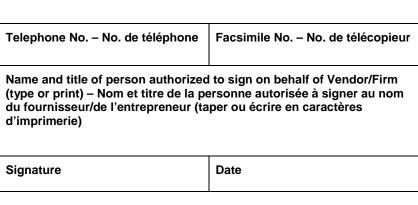




TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Security Requirement
- 1.2. Statement of Work
- 1.3. Debriefings
- 1.4. Procurement Ombudsman
- 1.5. Trade Agreements

PART 2 - BIDDER INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Enquiries Bid Solicitation
- 2.4. Applicable Laws
- 2.5 Promotion of Direct Deposit Initiative

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITONAL INFORMATION

5.1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1. Security Requirement
- 6.2. Statement of Work
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- 6.5. Authorities
- 6.6. Proactive Disclosure of Contracts with Former Public Servants
- 6.7. Payment
- 6.8. Invoicing Instructions
- 6.9. Certifications and Additional Information
- 6.10. Applicable Laws
- 6.11. Priority of Documents
- 6.12. Procurement Ombudsman
- 6.13. Foreign Nationals (Canadian Nationals or Foreign Nationals)
- 6.14. Insurance
- 6.15. Cancellation

List of Annexes:

Annex A Statement of Work



Annex B Basis of Payment

Annex C Technical Evaluation Criteria
Annex D Security Requirements Check List

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Debriefings

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

1.4 Procurement Ombudsman

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

1.5 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA). Canadian Free Trade Agreement (CFTA) (formerly Agreement on Internal Trade [AIT]), North American Free Trade Agreement (NAFTA), Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Foreign Investment Promotion and Canada-Peru Free Trade Agreement

PART 2 - BIDDER INSTRUCTIONS

2.1 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to RCMP will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory



specified and inserting the name of the Canadian province or territory of their choice. If no change is

made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate-accounting@rcmp-grc.gc.ca

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies – 1 original & 3 copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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.



Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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 composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are provided at Annex C.

4.1.2 Financial Evaluation

- 1. Bidders must submit pricing in accordance with Annex B, Basis of Payment, with their bid at bid closing.
- 2. The evaluated price is the extended price, calculated by multiplying the Quantity by the Firm All-Inclusive Rate per course offered by the Bidder.
- 3. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 4.2.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 44 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 55 points.
- 4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.



- 4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award and Additional Information

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



5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences (as applicable)
- Required Documentation (see appendix 1 to part 5)

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website <a href="http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Former Public Servant

Contracts awarded to 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause," *former public servant*" is any 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. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made 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 size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.1.3.2 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.1.3.3 Education and Experience

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

APPENDIX 1 TO PART 5

Integrity Provisions

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-
policy-eng.html), the Bidder/Offeror/Supplier must provide the required documentation, as applicable, to
be given further consideration in the procurement process:
Declaration of Convicted Offences (as applicable 1) Applicable Not Applicable

Declaration of Convicted Offences (as applicable¹) Applicable Not Applicable
If applicable, please complete and submit the Integrity Declaration Form (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).

• Documentation Required (see below)

By submitting a bid/offer/proposal/quote, the Bidder/Offeror/Supplier certifies that:

- It has read and understands the Ineligibility and Suspension Policy;
- It understands that certain domestic and foreign criminal charges and convictions, and other
 circumstances, as described in the Policy, will or may result in a determination of ineligibility or
 suspension under the Policy;
- It is aware that Canada may request additional information, certifications, and validations from the supplier or a third party for purposes of making a determination of ineligibility or suspension;
- It has provided with its bid/offer/proposal a complete list of all foreign criminal charges and
 convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the
 best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- None of the domestic criminal offences, and other circumstances, described in the Policy that will
 or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its
 proposed first-tier subcontractors; and
- It is not aware of a determination of ineligibility or suspension issued by Public Services and Procurement Canada (PSPC) that applies to it.

Documentation Required:

1.	Legal Name:		
2.	Business Entity: (Select one)	Individual (person) Corporate (company ie. incorporated, limited, etc.) Joint Venture (2 or more parties in a business arrangement)	
		Other (ie. society, commission or partnership)	

3. **List of Names** (members of the board of directors, private owners, or sole proprietors, as outlined in section 17 of the *Ineligibility and Suspension Policy*: http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html#no17):

Please insert names below (add/remove lines as required).

a)

b)

c)

d)

e)

f)

The Bidder certifies that the information submitted in response to the above requirement is accurate and complete.

Page 12 of - de 30



Name and Title	Signature	Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

- 6.1.1 The following security requirements (SRCL and related clauses) apply and form part of the Contract.
 - a) The Contractor/personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid FACILITIES ACCESS CLEARANCE, granted or approved by the RCMP Personnel Security Unit prior to commencing the Work, and from time to time throughout the Contract Period.
 - b) The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
 - Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the RCMP Personnel Security Unit.
 - d) The Contractor must comply with the provisions of the Security Requirements Check List attached at Annex D.

6.2 Statement of Work

The contractor must perform the Work in accordance with Annex "A" - Statement of Work.

6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

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



6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract is from date of contract award for one (1) year period inclusive.

6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Robyn Dagg Title: Procurement Officer Royal Canadian Mounted Police

Directorate: Procurement and Contracting Services

Address: 73 Leikin Drive, Ottawa, Ontario

Telephone: 613-843-3872 Facsimile: 613-825-0082

E-mail address: robyn.dagg@rcmp-grc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:
(To be provided at Contract Award)
Name: Title: Organization: Address:
Telephone : Facsimile: E-mail address:



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

6.5.3 Contractor's Representative

The contractor's Representative for the Contract is:
To be provided at Contract Award)
Name: Fitle: Drganization: Address:
Felephone : Facsimile: E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The basis of payment is detailed at Annex B.

6.7.2 Limitation of Price

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

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the following address for certification and payment.

(to be provided at Contract Award)



b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 4007 (2010-08-16) Supplemental General Condition
- (c) 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex D, Security Requirements Check List;
- (g) the Contractor's bid dated _____

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa-opo.gc.ca.

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.



The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa-opo.gc.ca.

6.13 Foreign Nationals (Canadian Contractor)

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

OR

6.13 Foreign Nationals (Foreign Contractor)

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

6.14 Insurance

The Contractor is responsible for deciding 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 is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.15 Cancellation – Training

Royal Canadian Mounted Police may cancel any course without penalty provided that the contractor is given a minimum of five (5) days written notice. In the event that a course id cancelled with less than five days notice, RCMP shall pay a cancellation fee of 50% of the price of the course.

ANNEX "A" STATEMENT OF WORK

Title:

Customized Interest Based Negotiations Training for the Royal Canadian Mounted Police Federal Policing Senior Management.

Objective:

To design a fully customized Interest Based Negotiations training program that is precisely tailored for Federal Policing Senior Management (RCMP). This training program would also take into account the individual participants' challenges they currently experience with respect to interest based negotiations. The customized course will be delivered in the National Capital Region (NCR), Ottawa, Ontario, there are up to 60 participants who will be required to take the training in the first year of the initial contract period. The course may be delivered up to twice a year as new employees enter Federal Policing.

Background:

In the current climate, Federal Policing Senior Management is faced with numerous political, social and economic problems that affect negotiations with internal and external stakeholders. Interest based negotiations training would provide Federal Policing Senior Management with the tools necessary to shape the negotiation environment in order to achieve a successful negotiation. Currently, there is no interest based negotiations training available that is effectively adapted to the Federal Policing environment.

Scope:

Federal Policing Training Services (FPTS) is looking for a contractor to design and deliver a customized Interest Based Negotiations training program for the RCMP, specifically for Federal Policing Senior Management. The training will be delivered in the NCR, Ottawa, Ontario and the duration of the program is estimated between 1.5-2 days.

Tasks:

- The contractor will liaise with FPTS to establish a list of subject matter resources whom the contractor will work with in order to gain insight on the daily challenges RCMP senior management is experiencing with respect to internal and external negotiations.
- 2. The contractor will incorporate the daily challenges RCMP senior management is experiencing with respect to internal and external negotiations into the training program.
- 3. The contractor will develop an interest based negotiations training program for RCMP senior management who have a wide variety of experience engaging in negotiations with internal and external stakeholders and after completing the program, participants will be able to:
 - Identify fundamental negotiation concepts and terminology
 - Describe strategies to claim value through negotiations
 - Navigate and lead change in complex multi-stakeholder and multi-issue negotiations;

- Understand_interests of all parties and build relationships
- Understand the process design (gaining buy-in, managing complex information and sequencing)
- Apply strategies to create value in multi-issue negotiations
- Identify the sources of power in negotiation
- Summarize coalition building and blocking
- Manage internal negotiations;
 - Align internal interests in preparation for external negotiations
 - Establish roles for team members
 - Anticipate and address potential barriers to agreement
- · Manage external and cross-cultural negotiations;
 - Understand interests and_build relationships in cross-cultural settings
 - Build a repairing trust within and across coalitions
 - o Generate creative options
 - Understand risk attitudes
 - Understand the role of a facilitator
 - Emotion and process design
- The program will include scenario based training where the participants will participate in twoparty negotiation simulations focussed on either a single-plus issue negotiation or multi-issue negotiation.
- 5. The training program will incorporate the adult learning principles and will consist of various presentation methods (lecture, scenario, reading assignments, instructor demonstration, metaphors, discussion, etc).
- 6. Prior to the delivery of the training program the contractor will provide FPTS with the course syllabus and a brief description of the training program. The syllabus will be used to confirm what will be required logistically for the delivery of the program and the description of the training program will be used for communication purposes internal to the RCMP.
- The first of two training program sessions will be delivered to Federal Policing Senior Management.
- 8. Meetings:
 - The contractor will liaise with FPTS on a bi-weekly basis either over the telephone, via email or video conference in order to keep abreast of the development of the training program.
 - The contractor will liaise with RCMP stakeholders via telephone and/or email in order to gather the information on the challenges RCMP stakeholders are currently experiencing with respect to internal and external negotiations.

Deliverables:

- 1. The contractor will provide FPTS with a customized training program (1.5-2 days in length) within 3 months of accepting the contract.
- Prior to the delivery of the training program the contractor will provide FPTS with the course syllabus and a brief description of the training program. The syllabus will be used to confirm what will be required logistically for the delivery of the program and the description of the training program will be used for communication purposes internal to the RCMP.

Course location:

The contractor will deliver the training program in the National Capital Region, Ottawa, Ontario. The training location will be determined by the RCMP.

<u> Language – Bilingual Essential</u>

The proposed resource must be Bilingual (English and French).

Constraints:

The training program may be delivered on RCMP property and therefore the facilitators who will deliver the program must agree to and pass an RCMP security clearance.

The training program will be delivered to RCMP Senior Management within two months of the training program being completed with a maximum of 30 participants per session. The date of the training will be negotiated between Federal Policing Training Services and the contractor.

Client Support:

Federal Policing Training Services (FPTS) will coordinate the logistics of the training delivery with the contractor. FPTS will select and reserve the facility (including break-out rooms if required) where the training will be held and FPTS in coordination with the RCMP Policy Centres will select the participants who will attend the training. All correspondence regarding the logistics of the training will be communicated by FPTS to the participants.

FPTS will provide the contractor with the names and contact information of the stakeholders who will participate as subject matter resources in the development of the training program.

ANNEX "B" BASIS OF PAYMENT

The Bidder is required to submit its Financial Proposal in accordance with the following Basis of Payment

Price quotes are firm all-inclusive rates and include all travel and living expenses.

The financial proposal must include a firm all-inclusive, for each of the periods specified below.

For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the following:

Table 1: INITIAL CONTRACT PERIOD (Date of contract award to one year)

Item	Description of Work	Quantity (A)	Firm All- Inclusive Price (B)	Extended Price (A x B)
1	Development of a Customized Interest Based Negotiations Training Course.	1	\$	\$
			Item 1 subtotal:	\$ (C)
2	Description of Work	Estimated number of courses (A)	Firm all- inclusive rate per course (B)	Extended Price (AxB)
	Delivery of Customized Interest Based Negotiations Training Course (up to 30 participants per course)	2	\$	\$
			Item 2 subtotal:	\$ (D)

Table 2: Optional Period 1 (Period to be entered at contract award)

Item	Description of Work	Estimated number of courses (A)	Firm all- inclusive rate per course (B)	Extende Price (AxB)	d
3	Delivery of Customized Interest Based Negotiations Training Course (up to 20 participants per course)	2	\$	\$	
	Total – Optic	onal Period 1	- Item 3 Subtotal	\$	(E)

Table 3: Optional Period 2 (Period to be entered at contract award)

Item	Description of Work	Estimated number of courses (A)	Firm all- inclusive rate per course (B)	Extended Price (AxB)
3	Delivery of Customized Interest Based Negotiations Training Course (up to 20 participants per course)	2	\$	\$
		nal Period 2	- Item 4 Subtotal	\$ (F)



TOTAL FOR EVALUATION PURPOSES ONLY (C) + (D) + (E) + (F) | \$

ANNEX C: TECHNICAL EVALUATION CRITERIA

1. Overview

- a. The statements and requirements in this overview apply to the Mandatory and Point Rated Evaluation Criteria.
- b. To demonstrate the experience of the Bidder or its personnel (i.e. resources), the Bidder must provide complete project details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is recommended to calculate the number of months and insert the total number of months in brackets; example: January 2006 to March 2006 (3 months). The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the technical evaluation.
- c. The Bidder is advised that the month(s) of valid experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- d. The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified. For example, if the experience description states that a particular position or assignment was undertaken during:
 - i. "2004", then only one month will be allowed for 2004, provided that the experience is applicable;
 - ii. "2004-2005", then only one month will be allowed for 2004, and one month for 2005, for a total of two months, provided that the experience is applicable:
 - iii. "2003-2005", then only one month will be allowed for 2003, and one month for 2005, and 12 for 2004, for a total of 14 months, provided that the experience is applicable. In cases where the number of years is longer, the first and last year will still be counted as one month each, provided that the experience is applicable.
- e. Phrases such as "within the past five (5) years" used in this solicitation mean "within the five (5) years preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.
- f. The Bidder is requested to utilize the unique item number and associated title/description of each evaluation criterion in their responses.

2. Mandatory Criteria

The Bidder must provide a response to the mandatory requirements and should use the table format below. Note: Simply repeating the statement contained in the bid solicitation is not sufficient. The Bidder must respond to the corresponding mandatory requirements by providing a description explaining, demonstrating, substantiating and justifying their qualifications or approach to meet the requirement. Bidders are requested to provide a response to the mandatory requirement or indicate where their



mandatory requirement is met by entering the location (e.g. section/volume number, page number, etc.) in

mandatory requirement is met by entering the location (e.g section/volume number, page number, etc.) in the "Substantiation" column.

Item	Mandatory Requirement	Met/Not Met	Substantiation
M1	The contractor must have a minimum of five (5) years of experience facilitating an Interest Based Negotiations course within the last 10 years.		
M2	The contractor must have a minimum of five (5) years of experience designing customized training programs.within the last 10 years.		
M3	The contractor must have a minimum of five (5) years of experience liaising with multiple stakeholders for the development of a training program within the last 10 years.		

3. Point Rated Criteria

<u>Instructions to bidders for responding to Point-Rated Criteria:</u>

Each Technical Proposal that meets all Mandatory Requirements specified above will be evaluated and scored in accordance with the following Point-Rated Criteria:

- 3.1 In addressing the point-rated evaluation criteria, the candidate should supplement the information supplied in response to the mandatory requirements with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the provider. All claims with regard to experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the point rated evaluation.
- 3.2 The provider must obtain a minimum score of 80% to be considered compliant.
- 3.3 Proposal resulting in the provider not meeting the minimum score will be considered non-responsive.

Item	Rated Requirement	Maximum Score	Score	Substantiation
R1	The bidder has demonstrated experience facilitating an Interest Based Negotiations course in the last five (5) years.	20		
	Allocation of Points:			

Item	Rated Requirement	Maximum Score	Score	Substantiation
	 Facilitated 0 courses = 0 points Facilitated 1-3 courses = 5 points Facilitated 4-7 courses = 10 points Facilitated 8-11 courses = 15 points Facilitated ≥ 12 courses = 20 points 			
R2	The bidder has demonstrated experience designing fully customized training programs for senior managers in the last five (5) years. Allocation of Points: O training programs = 0 points 1 training program = 5 points 2 training programs = 10 points ≥ 3 training programs = 15 points	15		
R3	The bidder has demonstrated experience liaising with multiple stakeholders for the development of a training program. Allocation of Points: O-1 stakeholders = 0 points 2 stakeholders = 5 points 3-5 stakeholders = 10 points	20		



Item	Rated Requirement	Maximum Score	Score	Substantiation
	6-8 stakeholders = 15 points			
	≥ 9 stakeholders = 20 points			
Total Points	Available	55		
Minimum Sc	ore Required	44		



ANNEX "D" SECURITY REQUIREMENTS CHECK LIST

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