



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>moufid.samri@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Professional Service for Applied Enforcement Training</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000074031</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2018-11-06</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2018-12-18</p>	<p>Time Zone – Fuseau horaire</p> <p>Eastern Standard EST</p>
	<p>F.O.B – F.A.B Destination</p>	
	<p>Address Enquiries to - Adresser toutes questions à moufid.samri@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 514-496-2617</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) February 04th, 2019</p>	
	<p>Destination - of Services / Destination des services National Capital Region (NCR)</p>	
	<p>Security / Sécurité There is a security requirement associated with this bid</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

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TITLE Professional Service for Applied Enforcement Training

PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security and Other Requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist and the Non-Disclosure Certification.

2. Summary

- 2.1 Environment Canada has a requirement of 13 instructors for Applied Enforcement Training as detailed in the Statement of Work, Annex "A" to the bid solicitation. The period of the contract is from Award to **June 30th, 2019**. Plus the possibility of one (01) year extension option.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions (2003)
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), Canada-Chile Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Columbia Free Trade Agreement (CCoFTA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Panama Free Trade Agreement (CPaFTA), Canada-Peru Free Trade Agreement (CPFTA) and Canada-Korea Free Trade Agreement (CKFTA).

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: “Deleted”

2. Submission of Bids

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than Seven (07) 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.

5. 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.

6. Basis for Canada's Ownership of Intellectual Property

Environment 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:

- (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid, soft copy in PDF format by Email to **moufid.samri@canada.ca**

Section II: Financial Bid, soft copy in PDF format by Email to **moufid.samri@canada.ca**

Section III: Certifications, soft copy in PDF format by Email to **moufid.samri@canada.ca**

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

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, **must be less than 15 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. **It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes.** Date stamps for this form of transmission are not acceptable.

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; and
- (3) print on both sides of the paper.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders

address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment #01 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders should include the following information in their financial bid:
 - (a) Their legal name; and
 - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 01 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.”.

INITIAL CONTRACT PERIOD: From Awarding date to June 30th, 2019

Resource # : Level of resource : Category of resource : Language of resource :	Estimated Deliverable #1		Estimated Deliverable #2		Total Cost
	(A) Number of Days	(B) Firm Per Diem Rate	(C) Number of Days	(D) Firm Per Diem Rate	[(A) x (B)] + [(C) x (D)]
Resource #1 Name: Level of resource : Senior Category : Safety Instructor Language: English	17	\$	27	\$	\$
Resource #2 Name: Level of resource : Senior Category : Safety Instructor Language: English	17	\$	27	\$	\$
Resource #3 Name: Level of resource : Senior Category : Safety Instructor Language: French	17	\$	27	\$	\$
Resource #1 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #2 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #3 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #4 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #5 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$

Resource #6 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #7 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #8 Name: Level of resource : Junior Category : Safety Instructor Language: French	6.25	\$	21	\$	\$
Resource #9 Name: Level of resource : Junior Category : Safety Instructor Language: French	6.25	\$	21	\$	\$
Resource #10 Name: Level of resource : Junior Category : Safety Instructor Language: French	6.25	\$	21	\$	\$
Total cost for Deliverable #1 & #2 (w1)					\$
Facilities Rental Cost (x1)					\$
Total Estimated Cost: (Y) = (w1)+ (x1)					\$

OPTIONAL PERIOD # 1: From July 1st, 2019 to June 30th, 2020

Resource # : Level of resource : Category of resource : Language of resource :	Estimated Deliverable #1		Estimated Deliverable #2		Total Cost
	(A) Number of Days	(B) Firm Per Diem Rate	(C) Number of Days	(D) Firm Per Diem Rate	[(A) x (B)] + [(C) x (D)]
Resource #1 Name: Level of resource : Senior Category : Safety Instructor Language: English	17	\$	27	\$	\$
Resource #2 Name: Level of resource : Senior Category : Safety Instructor Language: English	17	\$	27	\$	\$
Resource #3 Level of resource : Senior Category : Safety Instructor Language: French	17	\$	27	\$	\$
Resource #1 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #2 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #3 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #4 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #5 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #6 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$

Resource #7 Name: Level of resource : Junior Category : Safety Instructor Language: English	6.25	\$	21	\$	\$
Resource #8 Name: Level of resource : Junior Category : Safety Instructor Language: French	6.25	\$	21	\$	\$
Resource #9 Name: Level of resource : Junior Category : Safety Instructor Language: French	6.25	\$	21	\$	\$
Resource #10 Name: Level of resource : Junior Category : Safety Instructor Language: French	6.25	\$	21	\$	\$
Total cost for Deliverable #1 & #2 (w2)					\$
Facilities Rental Cost (x2)					\$
Total Estimated Cost: (Z) = (w2)+ (x2)					\$

Total bid value (Y) + (Z): _____ \$

Taxes (13 %) _____ \$

Total all taxes included _____ \$

**ATTACHMENT 02 TO PART 3
To be included in the suppliers bid
SUPPLIER LIST OF NAMES**

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché. / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.1

*** Informations obligatoires / Mandatory Information**

* Dénomination complète de l'entreprise / Complete Legal Name of Company	
* Nom commercial / Operating Name	
* Adresse de l'entreprise / Company's address	* Type d'entreprise / Type of Ownership
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture
* Membres du conseil d'administration² / Board of Directors² (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)	
Prénom / First name	Nom / Last Name
Position (si applicable) / Position (if applicable)	

1 Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

2 Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors

ATTACHMENT 03 TO PART 3
To be included in the suppliers bid
FORMER PUBLIC SERVANT – COMPETITIVE BID FORM

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

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Name and Signature

Date

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

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

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Attachment #01 to Part 4.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

A mandatory financial evaluation criterion is included in Attachment #01 to Part 4.

1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

- 1.2.1** The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.”
- 1.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment #01 to Part 3.

2. Basis of Selection - Mandatory Technical Criteria

- 1. To be declared responsive, a bid must:
 - a) Comply with all the requirements of this request for Proposal;
 - b) Meet all the **mandatory** technical evaluation requirements.
- 2. Bids not meeting (a) or (b) will be declared non-responsive.
- 3. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**ATTACHMENT 01 TO PART 4,
MANDATORY TECHNICAL & FINANCIAL CRITERIA**

1. MANDATORY TECHNICAL CRITERIA

Bidders must provide a CV for each of the proposed resources with the following:

- Chronological, relevant experience indicating the name of the organization, summary/brief description of the type and scope of service provided, and the number of months of engagement including the start and end dates of the work.
- In order to be deemed an acceptable amount of experience in relation to one (1) or more of the evaluation factors below, the relevant projects shall demonstrate that the resource has worked a minimum duration of three months on each project, in order to be counted as valid as indicated below.
- Experience will only be deemed acceptable if the work was the key area of concentration. Experience working in a “peripheral” capacity will not be accepted.
- It is the responsibility of each Bidder to ensure that a sufficient level of information is included in the proposal to allow the evaluation team to make an accurate assessment of the bid. The information provided should be feasible and consistent.
- For all mandatory and rated criteria projects/experience must be non-concurrent; overlaps in projects will not be considered more than once.

Criteria	Mandatory Requirement	Page # of Resume/Project
The Bidder’s proposed resources and any back-up resources must meet the minimum requirements for the Instructor – Public Safety.		
M1	SECURITY REQUIREMENT	
	The Bidder’s proposed resources and proposed back-up resources MUST have a security clearance at RELIABILITY level	
M2	SENIOR PUBLIC SAFETY INSTRUCTORS	
	M.2.1 MUST have a minimum of one hundred and twenty (120) training days within the last three (3) years in instructing of Enforcement Training.	
	M.2.2 MUST have a minimum of 5 years of experience in law enforcement techniques and practices.	
	M.2.3 Two (2) instructors must be fluent in English and one (1) instructor must be fluent in French.	
M3	JUNIOR PUBLIC SAFETY INSTRUCTORS	
	M.3.1 MUST have a minimum of thirty (30) training days within the last three (3) years in instructing the IMIM, Use of Force and Police Defensive Tactics.	
	M.3.2 MUST have a minimum of 2 years of experience in law enforcement techniques and practices.	
	M.3.3 Seven (07) of the proposed junior instructors MUST be fluent in English and three (03) MUST be fluent in French.	

	M.3.4 The junior instructors MUST be RCMP -trained/certified as Instructor in the IMIM, Use of Force and Police Defensive Tactics .	
	M.3.5 The junior instructors MUST be recertified (current) as Instructor in the IMIM, Use of Force and Police Defensive Tactics by following the recertification program every three (3) years as required by the RCMP.	
M4	<p>M.4.1 The contractor must be able to provide facilities in a Canadian Establishment, located in the National Capital Region, as detailed in the Statement of work.</p> <p>M.4.2 Facilities must include classroom space, office facilities, gym space as well as any equipment and logistical & technical support as detailed in the statement of work.</p> <p>M.4.3 The term “facility” or “facilities” as used in the Statement of Work refers to a single location offering all of the required space since travelling to and from various locations in the NCR reduces time available for learning.</p>	

2. MANDATORY FINANCIAL CRITERIA

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids, which fail to meet the mandatory financial criteria, will be declared non-responsive.

Mandatory Financial Criteria (MF)			
Number	Mandatory Financial Criterion	Met	Not Met
MF1	<i>The total cost of professional fees & Facilities proposed by the Bidder must not exceed \$590,000.00, excluding taxes.</i>		

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - 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. Additional Certifications Required Precedent to Contract Award

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

2.1 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. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

PWGSC SACC Manual clause A3010T ([2010-08-16](#)) Education and Experience

PART 6 – SECURITY

1. Security Requirement

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid reliability status, granted or approved by CISD/PSPC
3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex “C”;
 - b. Industrial Security Manual (Latest Edition)

PART 7 - RESULTING CONTRACT

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

Title: Professional Service for Applied Enforcement Training

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B ([2016-04-04](#)), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B are modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

A. For professional services requirements where the deliverables are copyrightable works:

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

- "Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
 3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
 4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
 5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4007 (2010-08-16), *Canada to own Intellectual Property Rights in Foreground*

4008 (2008-12-12), *Personal Information*

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (*insert name(s) of person(s)*).

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to **June 30th, 2019** inclusive

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 **one (01) additional year period** 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 30 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Moufid Samri
Title: Procurement agent
Environment Canada
Procurement and Contracting Division
Address: 105, McGill – 5th floor – Montreal (Quebec) H2Y 2E7

Telephone: 514-496-26-17
E-mail address: moufid.samri@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 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _-_- -_____
Facsimile: ____ -____ -_____
E-mail address: _____

The Technical Authority named above 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 Technical Authority, however the Technical 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

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ -____ -_____
Facsimile: ____ -____ -_____
E-mail address: _____

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 *Public Service Superannuation Act* (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.

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____. Customs duties are included and **Applicable Taxes are extra.**

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.

7.2 Time Verification

C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

8.1 Milestone Payment

8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex « B » of the Contract and the payment provisions of the Contract, up to 100 percent of the amount claimed and approved by Canada if:

- (a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) the total amount for all milestone payments paid by Canada does not exceed **100%** percent of the total amount to be paid under the Contract;
- (c) all such documents have been verified by Canada;
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

9. Certifications

9.1 Compliance

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 term of the Contract. 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.

10. Applicable Laws

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

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) 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21) as modified;
- (c) Annex « **A** », Statement of Work;
- (d) Annex « **B** », Basis of Payment;
- (e) Annex « **C** », Security Requirements Check List;
- (f) Annex « **D** », the signed Non-Disclosure Certification;
- (g) The Contractor's bid dated _____,

12. Insurance

PWGSC SACC Manual clause G1005C (2016-01-28) 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.

ANNEX « A » STATEMENT OF WORK

1.0 Project Title

Coordination and Delivery of the Enforcement Branch's (EB) Applied Enforcement Training Program and the Use of Force training in accordance to Royal Canadian Mounted Police (RCMP) Incident Management Intervention Model (IMIM) standard, for new EB recruits.

2.0 Purpose

The Enforcement Branch (EB) of Environment and Climate Change Canada (ECCC) has a requirement to enter into a contract for the services of qualified resources who will collaborate with ECCC on the delivery of the Applied Enforcement Training (AET) (curriculum – Appendix A), which is the Peace Officer Law Enforcement component of the Designation Training Program for new Enforcement Officers.

The Designation Training Program is geared to provide new Enforcement Officers with the knowledge and skills they require in order to perform their enforcement functions in fulfillment of statutory requirements under the Acts administered by the Department by taking action against those who violate Canada's environmental and wildlife laws. This ensures that federal environmental and/or wildlife laws and regulations are respected and enforcement measures are taken against alleged offenders, and training is geared towards enhancing the capacity to apply relevant legislation and regulations in a fair, consistent and predictable manner according to the Canadian legal framework as it pertains to the Enforcement Branch of ECCC.

Accordance to the RCMP's Incident The purpose of this statement of work is for the EB to acquire, under one contract, thirteen (13) instructors to deliver the AET component of the Designation Training Program to a cohort of new recruits as well as to provide recommendations on this training. Of these thirteen (13) instructors, three (3) instructors will be responsible for the delivery of the academic portion of the AET and ten (10) instructors will be required for the delivery of the Use of force training portion in Management Intervention Model. The delivery will be provided in English and in French. Consequently, the learning materials and the exams will be available in both languages to learners.

As a result, the Department intends to enter into contract for the delivery of the AET in English and in French, with resources capable of delivering instructional professional services and facilities and to project manage the deliveries in cooperation with the Learning and Development Division (LDD) of the Enforcement Branch.

3.0 Background

The Enforcement Branch (EB) of Environment and Climate Change Canada (ECCC) aims to create and maintain the most effective and efficient enforcement function in fulfillment of statutory requirements under the Acts administered by the Department.

The Enforcement Services Directorate (ESD) within the EB provides enhanced services to the Environmental and Wildlife Enforcement Directorates. ESD coordinates and provides services such as: engagement on international, federal/provincial/territorial files; training, learning and professional development for Enforcement Officers (EOs); operational policy development and regulatory review. Specifically, the Learning and Development Division (LDD) of ESD provides Environmental Enforcement Officers with the knowledge and skills they require to acquire and maintain their designation under the *Canadian Environmental Protection Act, 1999* and under the *Fisheries Act* (responsible for enforcing the pollution prevention provisions of that Act), as well as providing Wildlife Enforcement Officers with the knowledge and skills they require to acquire and maintain their designation under the *Migratory Birds Convention Act, the Canada Wildlife Act, the Species at Risk Act* and the *Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act*.

Environmental and Wildlife Enforcement Officers are Public officers with the powers of a peace officer for the purposes of enforcing these statutes and their regulations.

ECCC's mandatory training for new enforcement officers includes an operational and legislative component known as Environmental Enforcement Standardized Training (EEST) for enforcement officers from the Environmental Enforcement Directorate (EED) and Wildlife Enforcement Standardized Training (WEST) for the Wildlife Enforcement Directorate (WED).

In addition to this component (EEST or WEST), officers must also complete the Applied Enforcement Training (AET) component of the Designation Training Program. AET is geared towards providing the Branch's Environmental and Wildlife Officers with the knowledge and skills required to be designated as Public Officers with the powers of a Peace Officer for the purposes of enforcing the above-mentioned acts covers the general law enforcement techniques based on the designation of enforcement officers.

EEST, WEST and AET are existing training programs comprised of online prerequisites and a classroom component. EEST and WEST is delivered in-house, by the Learning and Development Division, using EB officer-facilitators and subject matter experts from Environment and Climate Change Canada's, Enforcement Branch, Legal Services, Programs groups, etc.

In addition of the EB officer-facilitators, AET requires instructors composed of three (3) experienced senior instructors with the expertise of law enforcement training and ten (10) junior instructors who are RCMP-trained/certified Instructors in the IMIM, Use of Force and Police Defensive Tactics.

4.0 Scope

While the Enforcement Branch (EB) has resident expertise for the delivery of the operational and legislative learning components (EEST and WEST), the program requires enforcement facilitation expertise to collaborate with ECCC on the delivery of the remaining learning component (AET) to complete the delivery of a well-rounded curriculum in English and French.

AET/Peace Officer Law Enforcement Component is a comprehensive law-enforcement program which includes online prerequisites and classroom facilitation. The Contractor shall be responsible for the delivery of the AET classroom component of the course, and evaluation of the content as specified by ECCC.

5.0 Objective of the Requirements

The Learning and Development Division (LDD) requires the Services of three (3) senior law enforcement instructors and ten (10) Use of Force/PDT junior instructors to act as instructors and to deliver the AET Program in English and French for new recruits. The ten (10) Use of Force/PDT junior instructors must be RCMP-trained/certified instructors in the IMIM, Use of Force and Police Defensive Tactics, and have their certifications up to date.

The AET curriculum consists of approximately one (1) week of online prerequisites and approximately five (5) to six (6) weeks of facilitator-led classroom. Within these weeks, is included 72 hours of Use of Force/PDT IMIM training.

The AET session is currently planned for delivery from April 22 to May 31, 2019. These dates may be subject to slight changes based on availability of facilities and coordination of logistics, however, the delivery should remain within the same timeframe, namely from April to June 2019.

The requirements for this service contract are:

- To deliver the AET Academic portion in English and French support to a core group of up to forty-six (48) enforcement officers. Current enrollment includes;

- English:
 - Nineteen (19) new Environmental Enforcement Officers (EEO)
 - Fifteen (15) new Wildlife Enforcement Officers (WEO).
 - French:
 - Six (6) new Environmental Enforcement Officers (EEO)
 - Eight (8) new Wildlife Enforcement Officers (WEO).
- To deliver the AET Use of force training portion in English and French in accordance to the RCMP’s standards for Use of Force, to three (3) separate groups based on maximum and current loading as detailed above.
 - To provide three (3) **experienced law enforcement senior instructors**; two (2) must be fluent in English and the other must be fluent in French to facilitate the academic law enforcement modules of the AET curriculum, excluding the Use of Force/PDT training, in collaboration with EB officer-facilitators using existing EB learning materials (*refer to Appendix A for sample AET curriculum*).
 - To provide six (7) **junior instructors**. They must be fluent in English and must be RCMP-trained/certified (and current) Instructors in the IMIM, Use of Force and Police Defensive Tactics, to teach the Use of force/PDT training to a group up to thirty-four (34) Enforcement Officers, using EB existing learning materials (refer to Appendix B). Maximum ratio is **1 instructor to 6 students**.
 - To provide three (3) **junior instructors**, one must be fluent in French who are RCMP-trained/certified Instructors in the IMIM, Use of Force and Police Defensive Tactics to teach the Use of force/PDT training to a group up to fourteen (14) Enforcement Officers, using EB existing learning materials (refer to Appendix B). Maximum ratio is **one instructor to six students**.
 - To provide facilities and professional training location that meets the requirements of the section 6.5 “Logistical Services” of this statement of work. The training location(s) must be in a Canadian establishment, located in the National Capital Region.
 - To review the AET curriculum and the existing learning materials and work with the EB representatives as well as with EB officer-facilitators to insure that the intent of the entire AET program is maintained, including the Use of force training;
 - To assess learners’ progress and to provide information on the satisfactory performance of the law enforcement techniques by participants using EB AET rubrics and EB reporting procedures and tools;
 - To provide the EB project authority with comprehensive recommendations of any modifications to be made to the content of the learning materials post-delivery, in support of continually improving learning products and practices in the delivery.

6.0 Contractor’s obligations

6.1 Facilitation, Coordination, Reporting and Evaluation Services

The Contractor must provide three (3) senior law enforcement instructors and ten (10) Junior safety instructors to perform the following tasks:

Senior law enforcement instructors

- **Resource #1** Deliver the law enforcement modules of the AET curriculum (refer to Appendix A), in English;
- **Resource #2** Deliver the law enforcement modules of the AET curriculum (refer to Appendix A), in English

- **Resource #3** Deliver the law enforcement modules of the AET curriculum (refer to Appendix A), **in French**

All resources needs to:

- Read, understand and give an input if required on the learning materials provided by LDD. The materials for each module include a Learner’s Guide, a Facilitator’s Guide, PowerPoint presentation and handouts (as applicable). The instructor is not responsible for providing the learning materials but must use these materials in accordance with the standards established by LDD;
- Review, in addition to the AET module, some of the learning materials pertaining to the EEST and WEST curriculum to ensure overall understanding of the entire Branch-mandated designation training program. The instructor will be provided with access to the material using EB Learning Management System site.
- Be up to date with the law enforcement techniques and practices.
- Prior to the AET delivery, the instructor must be available to attend an “AET Training Workshops for instructors and EB coordinators/facilitators” to ensure that the instructors as well as the EB’s facilitators and coordinators are familiar with the entire content and can link the various components of training under their responsibility with the overall training objectives. These workshops will provide a comprehensive overview of the material and its delivery and provide ongoing support during training to ensure conformity to ECCC’s training standards. This event will likely take place at ECCC headquarters in Gatineau or at the selected training contractor’s location. LDD will be responsible for coordinating and delivering the training workshop. The workshop will involve a visit to the training establishment to meet the institutional representatives and perform an in-depth review of the logistics in order to ensure a smooth delivery.
- The instructor must be available for any other facilitation meetings as deemed necessary by LDD in order to ensure the seamless delivery of the learning program and to enhance communication between all parties. Typically such meetings will be less than half a day and can be done at a distance.
- Setting up of classroom, rooms or outdoor area prior the scheduled start time if needed especially on scenario days.
- Maintain an ongoing evaluation for delivery of all modules offered for which the instructor is responsible;
- Provide a Weekly Instructor Report in a format established by LDD;
- Identify problems experienced in relation to learning material and work daily with EB on-site coordinator and/or facilitator to make appropriate changes during classes, as necessary to ensure success of the project, and to ensure that individual or learning problems are dealt with in a timely manner, maximizing the likelihood that all participants will meet the learning objectives;
- Collaborate with EB representatives on the evaluation of learning results of learners, including performance results, identification of learners requiring coaching, provision of coaching instances and second testing requirements. These assessments must be communicated weekly to LDD in order to ensure that any corrective or remedial action takes place, as needed;
- Identify modifications that should be made to specific modules or full curriculum as well as to provide comprehensive recommendations in support of continually improving learning products and practices of the AET delivery.

Junior safety instructors (PDT instructors)

- **Resource #1-#2-#3-#4-#5 -#6-#7:**

Junior safety instructors: As an RCMP-accredited trainer, deliver the Use of Force/PDT portion of the AET curriculum in accordance to RCMP delivery standards, using the Incident Management Intervention Model (IMIM). The language of delivery is **in English**.

• **Resource 8-#9-#10:**

Junior safety instructors: As an RCMP-accredited trainer, deliver the Use of Force/PDT portion of the AET curriculum in accordance to RCMP delivery standards, using the Incident Management Intervention Model (IMIM). The language of delivery is **in French**.

All resources needs to:

- Read, understand and give an input if required on the learning materials provided by LDD.
- Review, in addition to the Use of force materials, the learning materials of the AET modules to ensure overall understanding of the entire AET curriculum. The instructor will be provided with access to the material using EB Learning Management System site.
- Prior to the AET delivery, the instructor must be available to attend a “AET Training Workshop for instructors and EB coordinators/facilitators” of up to two (2) days duration as required, to ensure that the instructors as well as the EB’s facilitators and coordinators are familiar with the entire content and can link together the various components of training under their responsibility with the overall training objectives. This workshop will provide a comprehensive overview of the use of force material and its delivery and provide ongoing support during training to ensure conformity to EC’s use of force training standards. This event will likely take place at ECCC headquarters in Gatineau or at the selected training contractor’s location. LDD will be responsible for coordinating and delivering the training workshop. The workshop will involve a visit to the training establishment to meet the institutional representatives and perform an in-depth review of the logistics in order to ensure a smooth delivery.
- The instructor must be available for any other facilitation meetings as deemed necessary by LDD in order to ensure the seamless delivery of the Use of force/PDT training and to enhance communication between all parties. Typically such meetings will be less than half a day and can be done at a distance.
- Setting up of gym, classroom, rooms or outdoor area prior the scheduled start time if needed especially on scenario days.
- Maintain an ongoing evaluation for delivery of all modules offered during use of force training for which the instructor is responsible;
- Provide a Weekly Instructor Use of Force Report in a format established by LDD;
- Identify problems experienced in relation to the use of force learning materials and work daily with the EB on-site coordinator to make appropriate changes during classes, as necessary to ensure that any corrective or remedial action takes place, to ensure sure that individual or learning problems are dealt with in a timely manner and maximizing the likelihood that all participants will meet the learning objectives;
- Conduct learning assessments/testing and complete the evaluation form provided by LDD for each learner ;
- Collaborate with EB representatives on the evaluation of learning results of learners, including performance results, identification of learners requiring additional coaching, provision of coaching instances and second testing requirements. These assessments must be communicated weekly to LDD in order to ensure that any corrective or remedial action takes place in a timely manner, as needed;
- Identify modifications that should be made to specific modules or full use of force curriculum as well as to provide comprehensive recommendations in support of continually improving learning products and practices of the overall AET delivery.

6.2 Resources Profile Requirements

- a) The three (3) qualified senior instructors must have the following language profile mentioned at 5.0 which is ;
- Two (2) must be fluent in English and one (1) must be fluent in French.

Each instructor must have:

- A minimum of one hundred and twenty (120) training days within the last three (3) years of facilitation experience in identified subject area.
 - A minimum of one (1) year experience (not as an Instructor) in the identified subject area.
 - A minimum of (five) 5 years of experience in the law enforcement techniques and practices.
- b) The ten (10) qualified junior instructors who are RCMP-accredited as instructors of Use of Force/PDT IMIM. The language requirements are as follows:
- Six (7) must be fluent in English and three (3) must be fluent in French.

Each instructor must:

- Be RCMP-trained/certified as an instructor in the IMIM, Use of Force and Police Defensive Tactics;
- Have recertified and followed the recertification program every three (3) years as required by the RCMP;
- Have a minimum of thirty (30) training days within the last three (3) years in Instructing in the identified subject area;
- A minimum of (two) 2 years of experience in the law enforcement of RCMP techniques and practices.

Resumes of all proposed resources must be included with the Contractors' offer of service. Proposed resources and back-up resources (if any) must be approved by the technical authority.

For the AET academic portion of the curriculum, excluding the Use of Force training, the instructor to learner ratio is 1/20 learners.

For the Use of Force training within the AET curriculum, the instructor to learner ratio is 1/6 learners.

6.3 Security

All resources **MUST** hold a security clearance and be cleared at **Reliability** Status level.

6.4 Logistical Services

The Contractor shall provide:

- **Facilities**
 - 1) Classrooms (proposed dates are April 22 to May 31, 2019 – exact dates to be confirmed)
 - 3 classrooms for core group (up to 25 people)
 - Classrooms layout (rows)
 - Desk space must take into consideration that each learner will have a laptop, law books, binders and other documents that they need to lay out on their desk.

Per classrooms:

- Internet access in classrooms
 - 2 Hubs (for multiple internet connections if not Wi-Fi)
 - 3 Power bars
 - 3 Extension cords
 - Whiteboard with markers and eraser
 - 1 Projector in each classroom
 - 2 flip charts with paper
 - 1 rectangular table or desk at the front (for facilitators) and two (2) in the back (for facilitators and coordinators)
 - Laptop or computer and speakers
 - Printer (in classroom or accessible at all time).
 - Cabinet in classroom to lock material (if no secure offices for coordinators)
- 2) Room for Coordinators/facilitators (office).
- Requirements:
- Table and chairs (for approximately 6 people)
 - Telephone and internet access
 - Locking cabinets (if not in classroom or the rooms can't be closed)
- 3) Breakout rooms (room size to accommodate a minimum of 4 people).
- 1 breakroom room daily
 - Need eight (8) breakout rooms on specific dates for the scenario exercises (dates to be confirmed); tables and chairs in each one of them
- 4) Outdoor area for scenarios.

Requirements of the Use of Force Training

- 2 gyms for PDT training, 3 days per week on **Mondays, Wednesdays and Fridays** (dates to be confirmed);
 - 1st gym for the 19 Environmental officers English cohort
 - 2nd gym the 15 Wildlife officers English cohort
 - 1 gyms for PDT training (French cohort), 3 days per week on **Tuesdays, Thursdays and Fridays** (dates to be confirmed);
 - gym for the 14 Environmental and Wildlife officers French cohort
 - Matts for practices (enough for number of officers and must be even for safety)
 - 1 outdoor area with running water, space to do the OC Spray Exposure
 - Space to do simulations for 3-4 days such as building approaches and entries scenarios as well as for scenarios and assessments
 - Any type of vehicle for scenarios purposes (if possible)
 - Other equipment that the PDT Instructors may require.
- 5) Room for Closing Ceremony
- Requirements
- Room with round tables for approximately a hundred (100) people (TBC)
 - Extra rectangular table (2)
 - Podium/microphone

IT support on-site; for the duration of the training

Administration support:

- Provide logistic support, coordination and equipment as required.
- Provide administrative support such as printing, setting up of classroom prior the scheduled start time;
- Provide administrative briefing to participants at the beginning; of the class outlining location of fire exits, washrooms, restaurant facilities, lunchroom area, and course outline;
- Help with the logistic of the closing ceremony.

7.0 Enforcement Branch (EB) Obligations

- Provide three (3) EB on-site coordinators and four (4) experienced officer-facilitators to jointly facilitate the AET academic portion of the curriculum with the qualified contractor's instructors, excluding Use of Force instructors;
- Provide one (1) National Use of force Coordinator to work with PDT instructors to insure our standards are taught accordingly.
- Provide the AET learning materials to contractor's instructors in a timely fashion;
- Organize workshops for training preparation;
- Set-up the AET online prerequisites for the learners to complete prior the classroom portion in accordance with the AET curriculum;
- Provide for accommodations and meals to the learners;
- Provide daily attendance list, for participants' signature;
- Evaluate tests and/or assignments with the EB officer-facilitators as well as the facilitators identified by the Contractor ;
- Organize a ceremony for distribution of badges and course certificates to participants.

8.0 Other optional requirements

The contractor may advise us as to whether or not they have lodging facilities available for training participants as per Government of Canada guidelines since it is common practice for EB to house course participants as close to the training venue as possible, whenever feasible. It is not necessary to have accommodations available in order to present an offer of services under this Statement of Work.

9.0 Administrative Expenses

Administrative expenses must be included in the contractor's rates.

10.0 Project Timelines and Deliverables

Work on this project is to begin once the contract is issued and signed by both parties. Completion of the contract is to be prior to June 30, 2019.

The project deliverables and timelines are expected to be as follows:

Activities	Estimated effort per instructor	Estimated dates or periods
DELIVERABLE #1		
Signatures of the contract	n/a	Upon contract award
Initial meeting (project authority site or contractor –TBD)	3 hours	Within 2-3 days after contract award
For Senior law enforcement instructors (3 resources)		
➤ Revision of AET materials as well as the WEST / EEST/AET curriculum	Up to 10 days	February 2019
➤ Follow up meeting(s) with each instructor and EB representatives (phone call or teleconference)	2 hours or as required	February-March 2019
➤ Instructors’ overall preparation time prior “AET training workshop”	Up to 2 days	March 2019
➤ AET Training Workshop with Delivery Team (at the training location unless otherwise specified by project authority)	Up to 4 days	March 2019
Total effort per Instructor	Up to 17 days	
For Junior safety instructors (10 PDT instructors)		
➤ Revision of the Use of force material as well as the AET curriculum	Up to 3 days	February 2019
➤ Follow up meeting(s) with each instructors and EB representatives (phone call or teleconference)	1 hour or as requested	February-March 2019
➤ Instructor’s overall preparation time prior “AET training workshop”	1 day	March 2019
➤ AET Training Workshop with Delivery Team (at the training location unless otherwise	2 days	March 2019

specified by project authority)		
Total effort per Instructor	Up to 6.25 days	
DELIVERABLE #2		
For Senior law enforcement instructors (3 resources)		
Second workshop at training location	Up to 4 days (including preparation time)	April 2019 (TBD based on the final schedule and curriculum assignment)
AET English Delivery	Up to 20 days (including preparation time)	April-June 2019 (TBD based on the final schedule and curriculum assignment)
Weekly Instructor Report	1-2 hours weekly (1.5 day out of 5weeks)	April-June 2019 (TBD based on the final schedule and curriculum assignment)
Post-training Instructor Evaluation Reports	2 hours	June 2019
Project closure meeting with instructors	1-2 hour	June 2019
Total effort per Instructors	Up to 27 days	
For Junior safety instructors (10 PDT instructors)		
Second workshop at training location	Up to 1.5 days (including preparation time)	April 2019 (TBD based on the final schedule and curriculum assignment)
Use of Force PDT training	17 days (including preparation time)	April-June 2019 (TBD based on the final schedule and curriculum assignment)
Weekly Instructor Report	1-2 hours weekly (1.5 day out of 5weeks)	April 19 to May 19, 2019 (TBD based on the final schedule and curriculum assignment)
Post-training Instructor Evaluation	2 hours	June 2019

Reports		
Project closure meeting with instructors	1-2 hour	June 2019
Total effort per Instructors	Up to 21 days	

11.0 Work location

With the exception of attending meetings for the purpose of research or being present at the project authority's work location, development work is expected to take place offsite.

The AET and PDT curriculum is presently under review and is not expected to change significantly. The attached curriculum is a sample curriculum which represents the essential components of ECCC EB's designation training program. Some insertions and deletions as well as delivery sequencing may occur.

Appendix A

Module	Topic	Duration
M1	AET Prerequisites	24
CPKN	Aboriginal and First Nations Awareness	6
CPKN	CPIC Query/Narrative	6
M1U1	Introduction to CAPRA	1
M1U2	Canadian Charter of Rights and Freedoms	1
M1U3	Courtroom Demeanour	1
RF1	Ethics in Enforcement	1
RF2	Effective Communication	1
RF3	Structured Interview	3
RF4	Photography and Enforcement	1
RF5	PPSC: Report to Crown Counsel	3
M2	CAPRA & Communication	6
M2S1	Decision Making and Articulation	2
M2S2	Notetaking	1
M2S3	Communication Skills	1
M2S4	Priorities and Conflicts at Work	1
M2S5	Ethics in Enforcement	1
M3	Inspections: Planning	9
M3S1	Inspection Planning	2
M3S2	Interviews and Statements	4
M3S3	Offences and Punishment	2
M3S4	Inspection Scenario: Assessment	1
M4	Obstruction, Assault, and Arrest	16
M4S1	Enforcement and Charter Responsibilities	2
M4S2	Risk Assessments and Obstruction	3
M4S3	Powers of Arrest and Limitations	3
M4S4	Prisoners Care and Handling	1
M4S5	Information/Summons/Subpoena	2
M4S6	Obstruction Scenario: Response	1
M4S7	Risk Assessment and Offence of Assault	4
M5	Inspections & Evidence	8
M5S1	Inspections	1
M5S2	Inspection: Information Gathering	2
M5S3	Witness Interviews	2
M5S4	Caution Statements	3

M6	Investigations: Planning	10
M6S1	Open an Investigation	2
M6S2	Warrants	4
M6S3	Warrantless Searches	1
M6S4	Investigation Scenario: Risk Assessment	2
M6S5	Investigation Scenario: Assessment	1
M7	Investigations: Search Warrants	14
M7S1	Investigations and Search Warrants	2
M7S2	Search Warrant Planning	3
M7S3	Search Warrant Exercise	4
M7S4	Suspect Interview	3
M7S5	Evidence	1
M7S6	Response to Violation	1
M8	Court Process and Testimony	4
M8S1	Courtroom Demeanour	1
M8S2	Testimony in Court	3
EXAM		17
	Simulation A	4
	Midterm Exam	2
	Simulation B	8
	Final Exam	3

Appendix B

The curriculum on use of force and police defenses tactics will be provided at a later date and will be based on to the RCMP Standards following the Incident Management Intervention Model (IMIM) with the exceptions of few sessions that are not relevant to the work of our officers.

**ANNEX « B »
BASIS OF PAYMENT**

The Contractor will be paid as follows:

1. **LABOUR:** at firm all-inclusive, applicable taxes extra in accordance with the following:

Category and Name of Resource	DELIVERABLE #1			DELIVERABLE #2			Extended Total (A) + (B)
	Payment date March 31 st , 2019			Payment date June 30 th , 2019			
	Firm Per Diem Rate	Total Days	Total (A)	Firm Per Diem Rate	Total Days	Total (B)	
Resource #1	\$	17	\$	\$	27	\$	\$
Resource #2	\$	17	\$	\$	27	\$	\$
Resource #3	\$	17	\$	\$	27	\$	\$
Resource #4	\$	6.25	\$	\$	21	\$	\$
Resource #5	\$	6.25	\$	\$	21	\$	\$
Resource #6	\$	6.25	\$	\$	21	\$	\$
Resource #7	\$	6.25	\$	\$	21	\$	\$
Resource #8	\$	6.25	\$	\$	21	\$	\$
Resource #9	\$	6.25	\$	\$	21	\$	\$
Resource #10	\$	6.25	\$	\$	21	\$	\$
LABOUR TOTAL COST							

2. **RENTALS:** at actual cost without markup

Description	Payment date June 30 th , 2019
Facilities: Classrooms, Office of coordinator, 2 gyms Breakout rooms and Room for Closing Ceremony	\$

ANNEX « C »

SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5000040731
Security Classification / Classification de sécurité Non Classé

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Environment & Climate Change Canada	2. Branch or Directorate / Direction générale ou Direction Enforcement Branch, Enforcement Services Directorate	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Coordination and Delivery of the Enforcement Branch's (EB) Applied Enforcement Training Program and the Use of Force training in accordance to Royal Canadian Mounted Police (RCMP) Incident Management Intervention Model (IMIM) standard, for new EB recruits		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / A ne pas diffuser <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Non Classé
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

- 10 a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments:
Commentaires spéciaux : _____
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

- 10 b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

- INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat 5000040731
Security Classification / Classification de sécurité Non Classé

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET / TRÈS SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX « D »

NON-DISCLOSURE CERTIFICATION

I, _____ , recognize that in the course of my work as an employee or subcontractor of _____ , I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Environment and Climate Change Canada and _____ , including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____

Signature

Date